

Gloria Olmos, Mayor/Chair
Rudy Bojorquez, Mayor Pro Tem/
Vice Chair
Manuel Acosta, Councilmember/
Boardmember
Richard Angel, Councilmember/
Boardmember
Hector Delgado, Councilmember/
Boardmember



Rene Salas, City
Manager/Executive Director
Anthony R. Taylor, City
Attorney/General Counsel
Donna G. Schwartz, City
Clerk/Secretary
Masami Higa, Director of
Finance/Treasurer

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT

AGENDA

February 27, 2024, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes> after the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 652-3180 or (626) 652-3121 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 652-3180 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

The City Council holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540
Cell (626) 274-4842

Sabrina Muhne, Deputy City Clerk
Ph (626) 579-6540
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Angel, Delgado, Mayor Pro Tem Bojorquez, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Alexander Camacho, Student from Dean L. Shively Middle School

3. INVOCATION

Emma Ramos, Student from New Temple Elementary School

4. PRESENTATIONS

4.a. Certificate of Recognition to Timothy Allen Hinson, Teacher with Sheet Metal, Air, Rail, Transportation Workers (SMART) Local Union 105, Recognizing his 8 years of Mentoring and Tutoring Adults and Young Adults Acquire Lifelong Skills

4.b. Presentation of Years of Service Awards to City Employees

4.c. Presentation by Saman Kashani, MD, MSc, Assistant Medical Director, and Chief Gonzales, Los Angeles County Fire Department Advanced Provider Response Unit on Emergency Preparedness Assessment and Programs

4.d. Sheriff's Department Report for the Months of November and December 2023 and January 2024

4.e. Code Enforcement and Public Safety Department Report for the Months of November and December 2023 and January 2024

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF THE JOINT MEETING WITH VALLE LINDO SCHOOL DISTRICT-BOARD OF EDUCATION AND THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

Staff is requesting approval of Minutes for the February 13, 2024, Joint and Regular City Council Meetings.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 13, 2024, Joint Meeting with Valle Lindo School District-Board of Education, and the Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-129, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 14, 2024, THROUGH FEBRUARY 27, 2024

Authorizing payment of City expenditures for the period of February 14, 2024, through February 27, 2024, totaling \$1,768,007.17.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-129, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-130, AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM DAVEY COACH

The City of South El Monte was awarded a grant from the Federal Transit Administrative ("FTA") Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase an aging transportation vehicle.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 24-130, approving the purchase of a Class C - Ford E450 Terra Transit Bus from Davey Coach Sales; and
2. Authorize City Manager to negotiate and execute all requisite documents for the purchase.

7.d. through 7.h. next pages.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND AUTHORIZE STAFF TO READVERTISE FOR NOTICE INVITING BIDS (NIB) FOR THE AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT (PROJECT NO. 252)

The project at the South El Monte Aquatics Center (1500 Central Avenue, South El Monte, CA 91733) includes the demolition and removal of debris associated with the project, and installation of new swimming pool plaster, tile, drain covers, coping, pool lighting, and all additional items included with the pool replastering project. Due to discrepancies on the bids received, staff seeks City Council approval to reject all bids and authorize staff to readvertise for construction bids.

RECOMMENDED ACTION: Staff recommends City Council reject all bids and authorize staff to readvertise the Notice Inviting Bids for the Aquatics Center Swimming Pool Replastering project.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION 24-131, ENTERING INTO A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CalTrans) FOR THE MERCED AVENUE GREENWAY PROJECT

The Merced Avenue Greenway is currently under construction to help maximize the City's opportunities to clean and capture stormwater, reduce greenhouse gas emissions and urban heat island effect, and provide safe active transit connections to local parks, schools, and river connections. The project is currently in the design phase and is anticipated to go out to bid for construction in January 2025.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-131, entering into the 2023 CalTrans Clean California Local Grant Agreement; and
2. Authorize the City Manager or designee to negotiate and execute the Agreement.

CONSENT CALENDAR (CONTINUED)

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-133, APPROVING PLANS AND SPECIFICATIONS AND AWARDED CONSTRUCTION CONTRACT TO JJJ FLOOR COVERINGS, INC. FOR THE SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

On January 10, 2024, the Engineering Department solicited bids for the Senior Center Flooring Improvements Project. The bid opening date was February 13, 2024, at 2:00 PM. The scope of work includes but not limited to the removal and disposal of existing flooring and installation of new vinyl flooring. The lowest responsive bid was submitted by JJJ Floor Coverings, Inc. in the amount of \$39,158.

RECOMMENDED ACTION: Staff recommends City Council:

1. Review the bids and find that JJJ Floor Coverings, Inc. has submitted the lowest responsive bid;
2. Adopt Resolution No. 24-133, approving plans and specifications for the Senior Center Flooring Improvements Project and awarding a contract to JJJ Floor Coverings, Inc. in the amount of \$39,158 and the additive alternate project scope of \$2,103.48 for a combined grand total of \$41,261.48;
3. Approve a 15% contingency amount of \$6,189.22 for a total project construction budget amount not to exceed \$47,450.70; and
4. Authorize the City Manager or designee to negotiate and execute the agreement.

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-132, RENEWAL OF GENERAL SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES

On June 30, 2024, the General Services Agreement between the City of South El Monte and the County of Los Angeles will expire. A new agreement is required to maintain the continuity of services provided to the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-132, approving the renewal of the General Services Agreement with the County of Los Angeles from July 1, 2024, to June 30, 2029; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

7.h. next page.

CONSENT CALENDAR (CONTINUED)

7.h. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-134, APPROVING PLANS AND SPECIFICATIONS AND AWARDING CONSTRUCTION CONTRACT TO PRO FLOORING CORPORATION FOR THE COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT

On January 10, 2024, the Engineering Department solicited bids for the Community Center Basketball Gym Flooring Improvements Project. The bid opening date was February 13, 2024, at 2:00 PM. The scope of work includes but not limited to the removal and disposal of existing flooring and installation of new basketball gym multi-use resilient wood flooring. The lowest responsive bid was submitted by Pro Flooring Corporation in the amount of \$128,320.

RECOMMENDED ACTION: Staff recommends City Council:

1. Review the bids and find that Pro Flooring Corporation has submitted the lowest responsive bid;
2. Adopt Resolution No. 24-134, approving plans and specifications for the Community Center Basketball Gym Flooring Improvements Project and awarding a contract to Pro Flooring Corporation in the amount of \$128,320;
3. Approve a 15% contingency amount of \$19,248 for a total project construction budget amount not to exceed \$147,568; and
4. Authorize the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS - None

0. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER DELGADO

1. Consideration of fee waiver for use of the Senior Center for the South El Monte High School Girls Wrestling Banquet on Thursday, March 14, 2024, from 6: 00p.m. to 8:30 p.m.

RECOMMENDATION: Discussion and/or action.

12.b. MAYOR OLMOS

1. Discussion of ad hoc committees.

RECOMMENDATION: Possible direction and/or appointment by the Mayor.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

15. ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting.

Successor Agency Meeting next page.

Successor Agency Meeting

16. CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos

17. APPROVAL OF AGENDA

This is the time for the Board to remove any items from the consent calendar for individual consideration, table, continue, add items, or to make a motion to rearrange the order of this agenda.

18. PUBLIC COMMENTS

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the Board shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

19. CONSENT CALENDAR

Items on the Consent Calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the Board during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR NOVEMBER 28, 2023

20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, March 12, 2024, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this DATE.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Certificate of Recognition to Timothy Allen Hinson, Teacher with Sheet Metal, Air, Rail, Transportation Workers (SMART) Local Union 105, Recognizing his 8 years of Mentoring and Tutoring Adults and Young Adults Acquire Lifelong Skills

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Interim Director of Human Resources & Risk Management

SUBJECT: Presentation of Years of Service Awards to City Employees

SUMMARY: The Mayor and City Council to present service awards to City employees for their years of service to the City of South El Monte.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Saman Kashani, MD, MSc, Assistant Medical Director, and Chief Gonzales, Los Angeles County Fire Department Advanced Provider Response Unit on Emergency Preparedness Assessment and Programs

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint



Advanced Provider Response Unit (APRU)
Consolidated Fire Protection District of Los Angeles County
Saman Kashani, MD, MSc – Assistant Medical Director

The problem

- Emergency Medical Services (EMS) is on an unsustainable course
 - Over last 10years call volume increased by ~100k (~33%)
- Largest growth in call volume are low-acuity callers and mental health exacerbations.

The solution

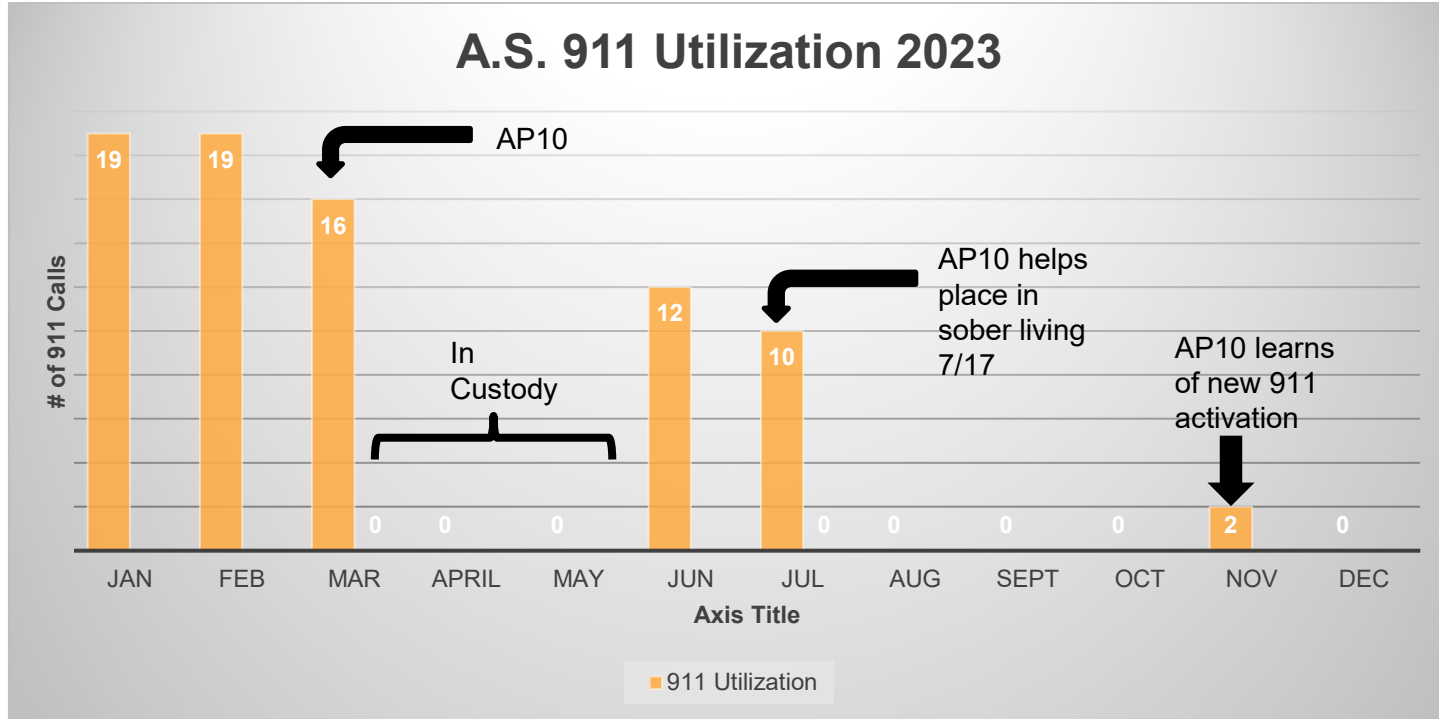
- Advanced Provider Response Unit (APRU)
 - Improve community health by providing:
 - In person simple assessments and interventions.
 - Telemedicine consults
 - Goal of:
 - Safely redirect patients
 - improve patient experience
 - decompress safety net resources
 - and reduce cost

APRU Model

- Vehicle that intercepts low-acuity calls
- Firefighter Paramedic & Nurse Practitioner respond
- Carry expanded tools and medications
 - Telemedicine
 - e.g otoscope/ophthalmoscope, sutures, lidocaine, foleys, antibiotics...



911 High Utilizers



Outcomes ~1year

Low-acuity responses

5847

Navigations to PUC

329

Discharged from EMS Care

2161

(37%)

Funding

- Fully supported by American Rescue Plan
- No cost to City or County
- Funding will expire Jan 2025



Thank You

Saman Kashani, MD, MSc
Assistant Medical Director
Los Angeles County Fire Department
Training & EMS Bureau
saman.kashani@fire.lacounty.gov
323.629.5412



City Council Agenda Report

Agenda Item No. 4.d.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Sheriff's Department Report for the Months of November and December 2023 and January 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. PowerPoint
- B. PowerPoint
- C. PowerPoint

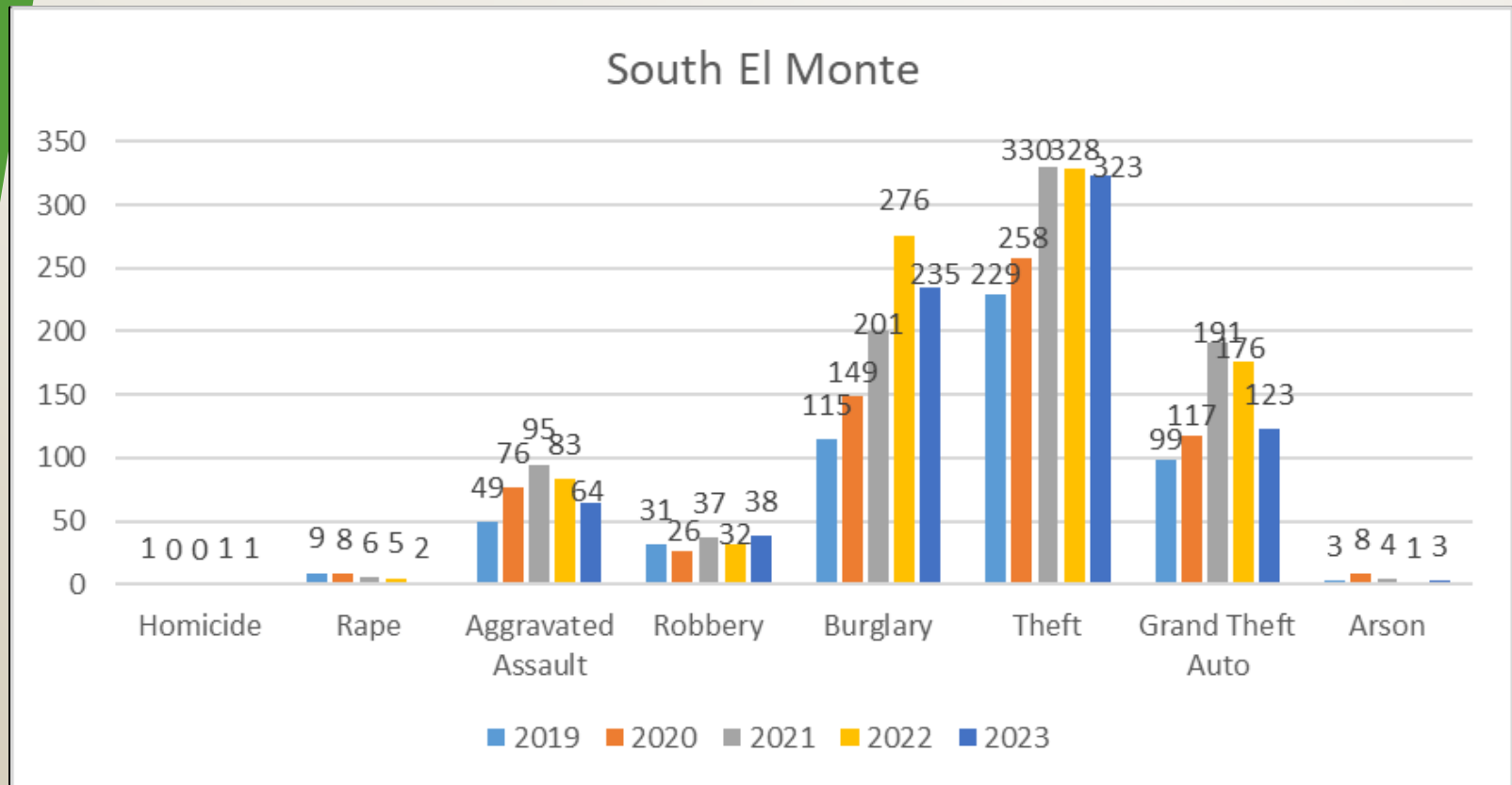
South El Monte November 2023

Crime Statistics



South El Monte

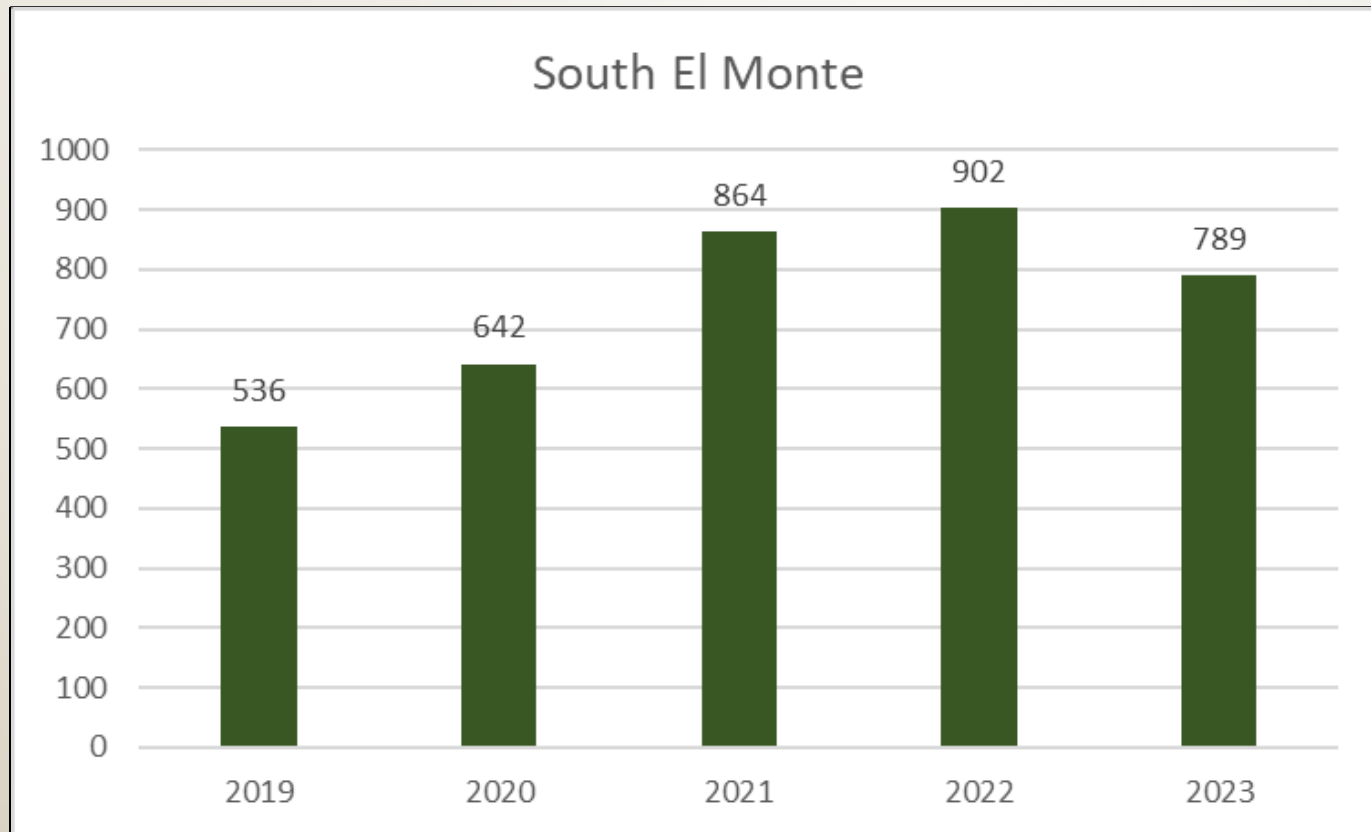
Part I Crime Statistics – November 2019-2023



South El Monte	1 yr % change	4 yr % change
Homicide	0%	0%
Rape	-60%	-78%
Aggravated Assault	-23%	31%
Robbery	19%	23%
Burglary	-15%	104%
Theft	-2%	41%
Grand Theft Auto	-30%	24%
Arson	200%	0%
Total	-13%	47%

South El Monte

Part I Crime Statistics – November 2019-2023



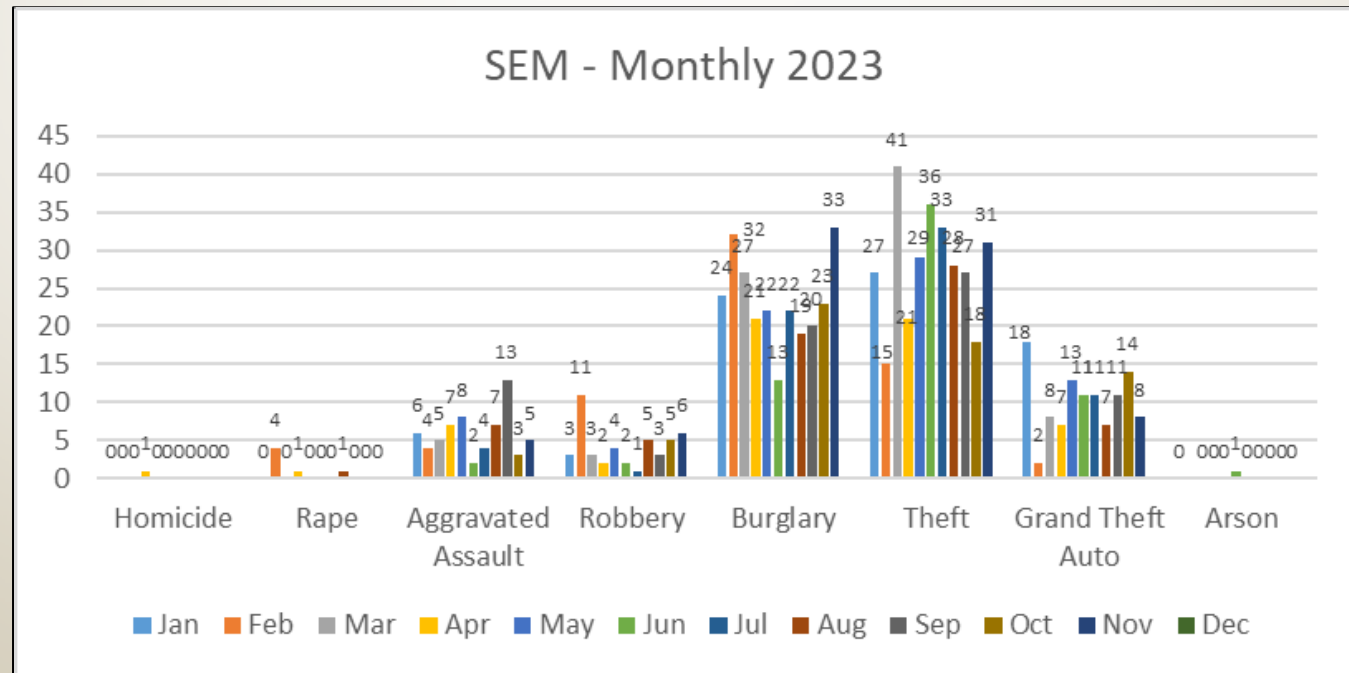
South El Monte

Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0	0	0	0	0	0	0		1
Rape	0	0	0	1	0	0	0	1	0	0	0		2
Aggravated Assault	6	4	5	7	8	2	4	7	13	3	5		64
Robbery	3	4	3	2	4	2	1	5	3	5	6		38
Burglary	24	11	27	21	22	13	22	19	20	23	33		235
Theft	27	32	41	21	29	36	33	28	27	18	31		323
Grand Theft Auto	18	15	8	7	13	11	11	7	11	14	8		123
Arson	0	2	0	0	0	1	0	0	0	0	0		3
Total	78	68	84	60	76	65	71	67	74	63	83	0	789

South El Monte	
Res Burg	28
Other Burg	207
Petty Theft	91
Grand Theft	134
Theft from Vehicle	97

Arrests	
2023	905
2022	1115



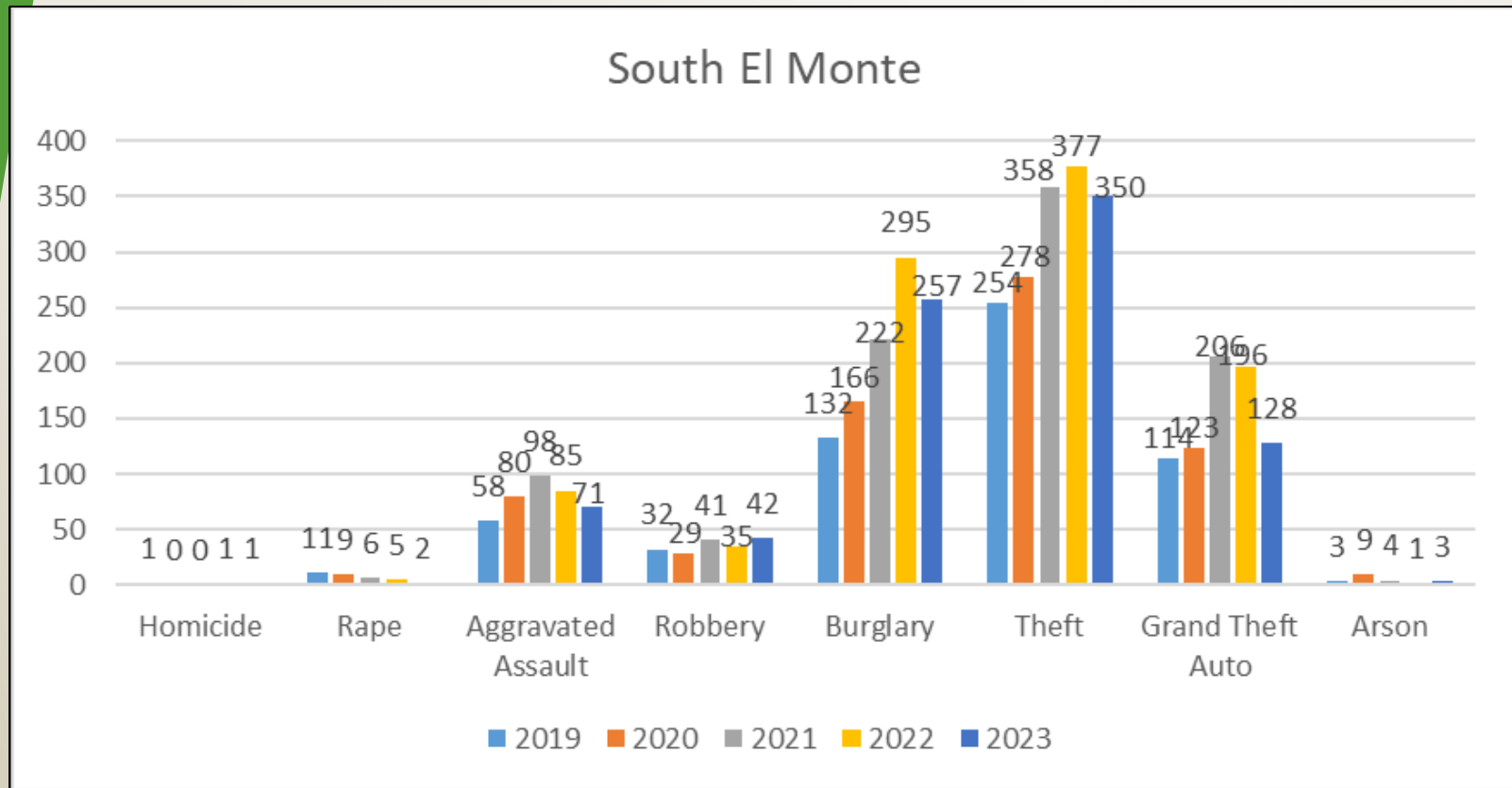
South El Monte December 2023

Crime Statistics



South El Monte

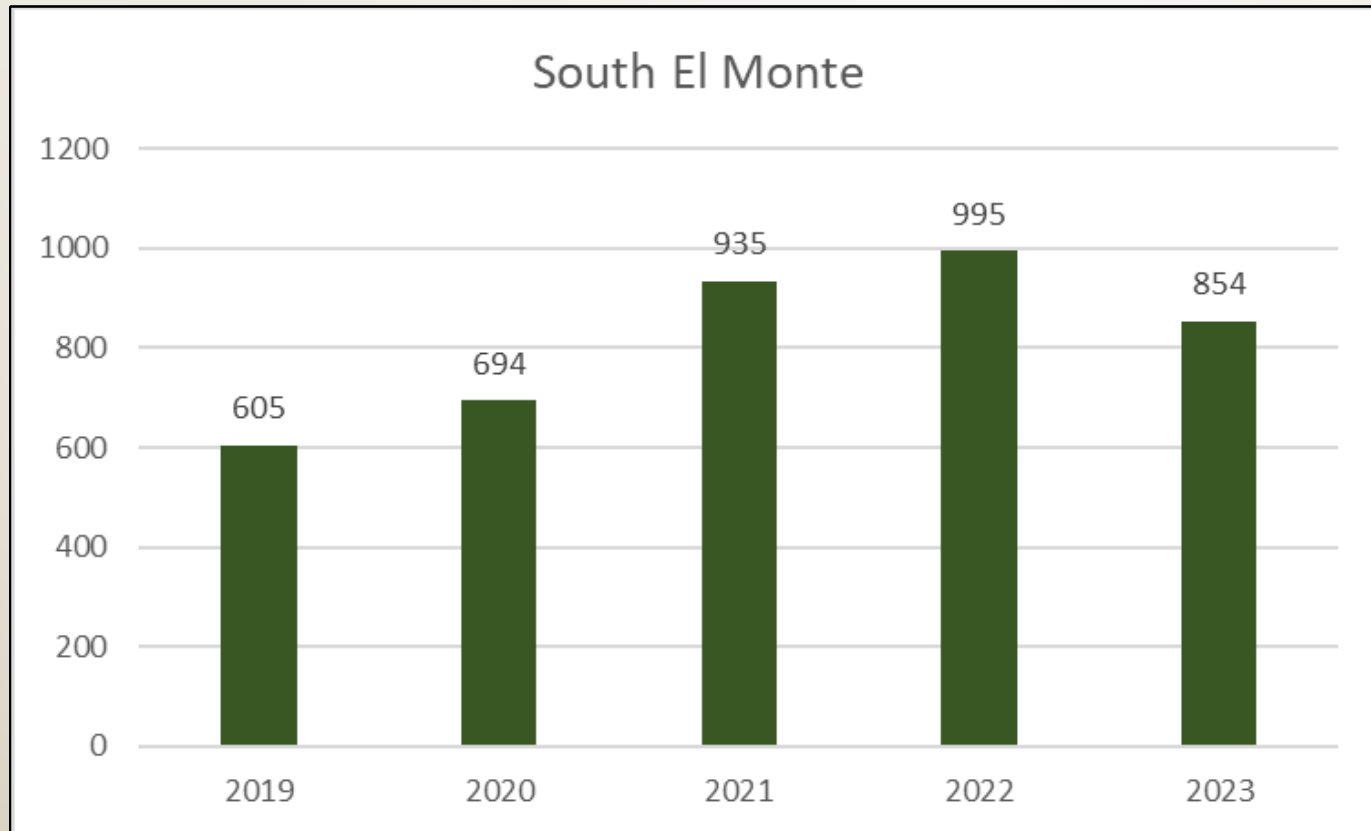
Part I Crime Statistics – December 2019-2023



South El Monte	1 yr % change	4 yr % change
Homicide	0%	0%
Rape	-60%	-82%
Aggravated Assault	-16%	22%
Robbery	20%	31%
Burglary	-13%	95%
Theft	-7%	38%
Grand Theft Auto	-35%	12%
Arson	200%	0%
Total	-14%	41%

South El Monte

Part I Crime Statistics – December 2019-2023

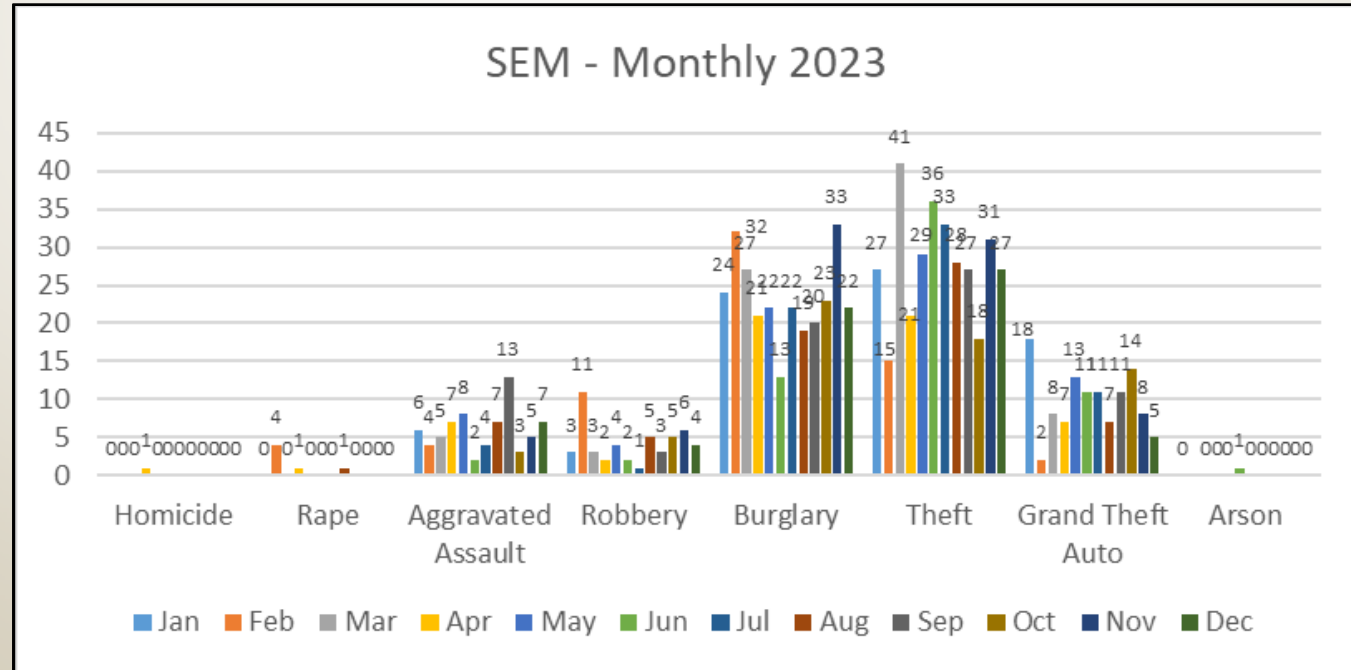


Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0	0	0	0	0	0	0	0	1
Rape	0	0	0	1	0	0	0	1	0	0	0	0	2
Aggravated Assault	6	4	5	7	8	2	4	7	13	3	5	7	71
Robbery	3	4	3	2	4	2	1	5	3	5	6	4	42
Burglary	24	11	27	21	22	13	22	19	20	23	33	22	257
Theft	27	32	41	21	29	36	33	28	27	18	31	27	350
Grand Theft Auto	18	15	8	7	13	11	11	7	11	14	8	5	128
Arson	0	2	0	0	0	1	0	0	0	0	0	0	3
Total	78	68	84	60	76	65	71	67	74	63	83	65	854

South El Monte	
Res Burg	28
Other Burg	229
Petty Theft	95
Grand Theft	150
Theft from Vehicle	104

Arrests	
2023	991
2022	1206



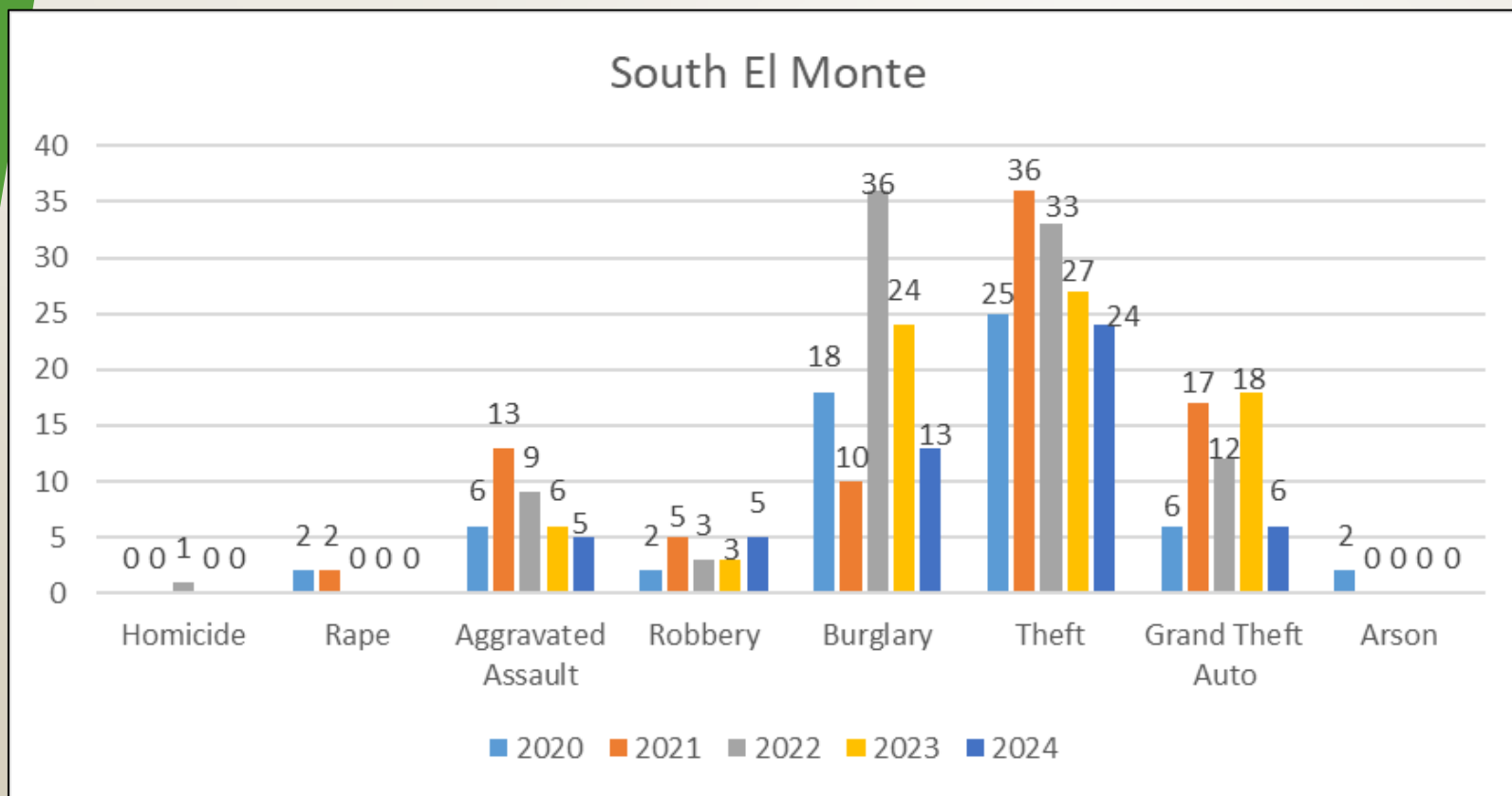
South El Monte January 2024

Crime Statistics



South El Monte

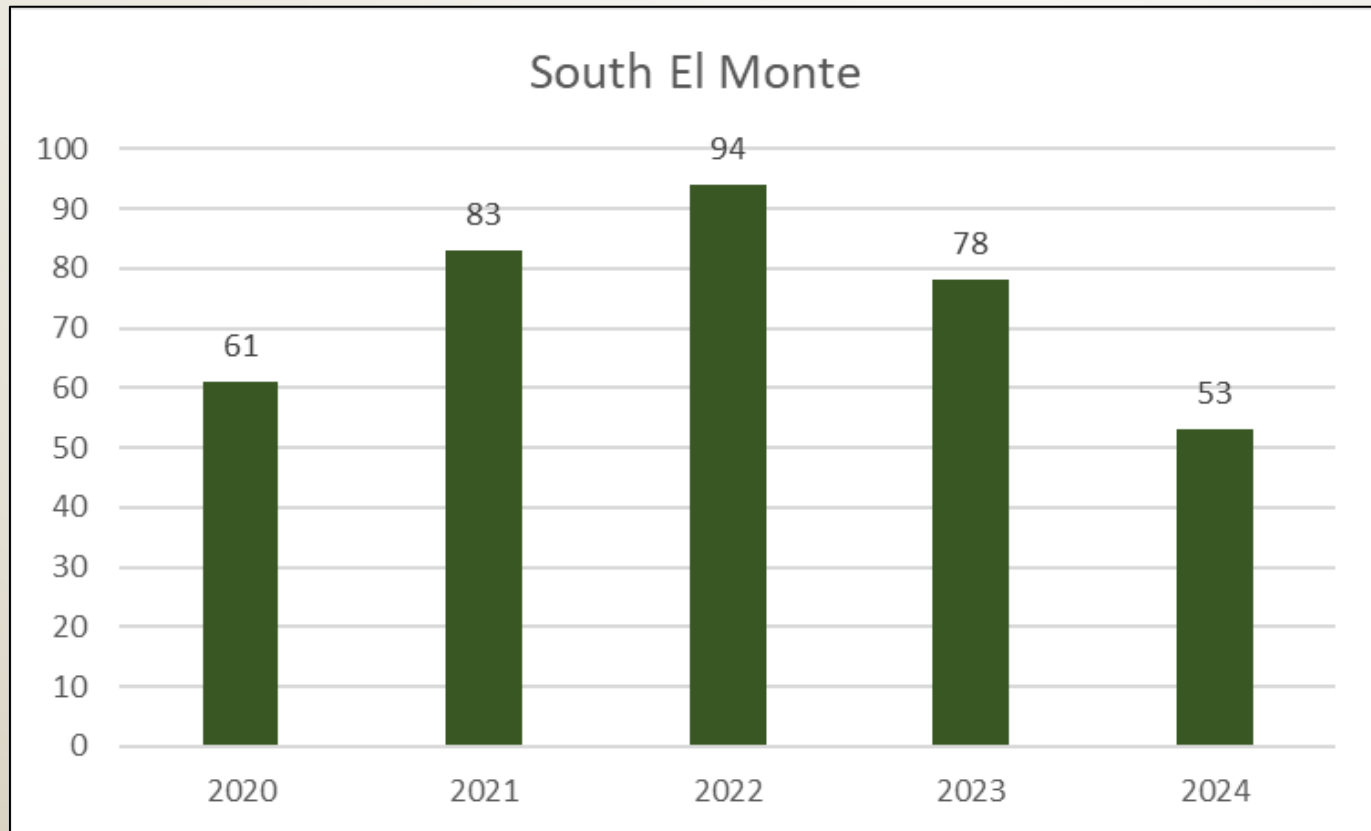
Part I Crime Statistics – January 2020-2024



South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	NC	-100%
Aggravated Assault	-17%	-17%
Robbery	67%	150%
Burglary	-46%	-28%
Theft	-11%	-4%
Grand Theft Auto	-67%	0%
Arson	NC	-100%
Total	-32%	-13%

South El Monte

Part I Crime Statistics – January 2020-2024



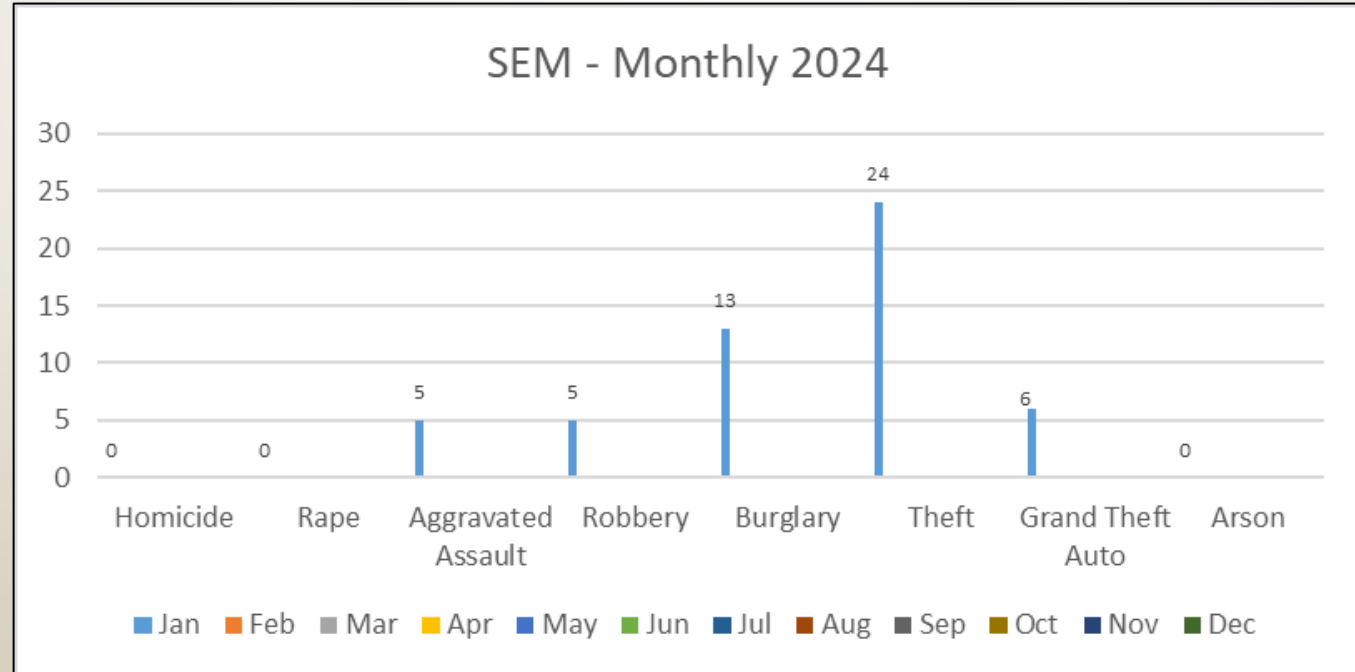
South El Monte

Part I Crime Statistics – Monthly Breakdown 2024 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0												0
Rape	0												0
Aggravated Assault	5												5
Robbery	5												5
Burglary	13												13
Theft	24												24
Grand Theft Auto	6												6
Arson	0												0
Total	53	0	0	0	0	0	0	0	0	0	0	0	53

South El Monte	
Res Burg	2
Other Burg	11
Petty Theft	5
Grand Theft	12
Theft from Vehicle	7

Arrests	
2024	93
2023	82





City Council Agenda Report

Agenda Item No. 4.e.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: Code Enforcement and Public Safety Department Report for the Months of November and December 2023 and January 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint

City of South El Monte

Public Safety Report



November 2023

December 2023

January 2024 Recap

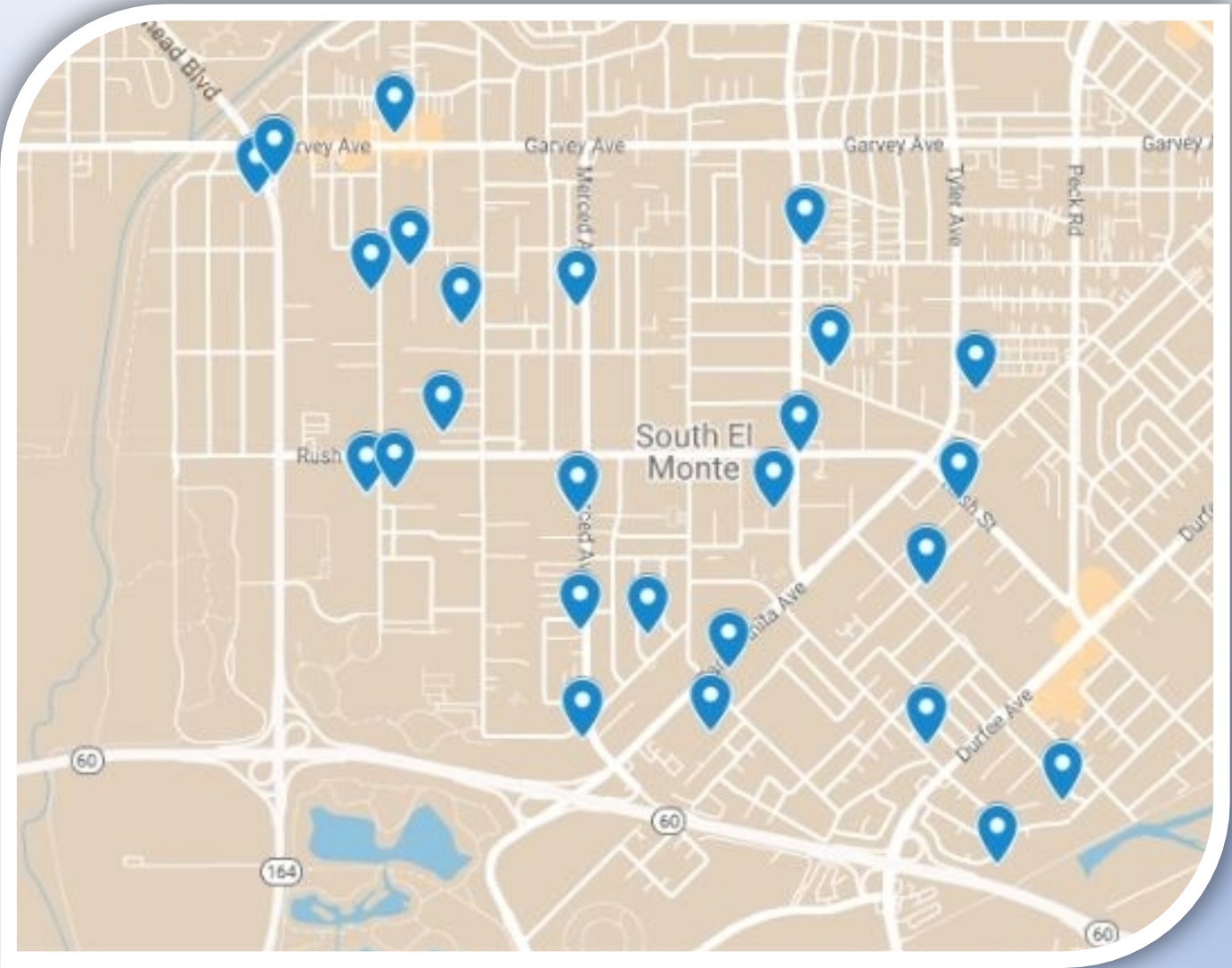
Joe Martinez

**Code Enforcement / Public Safety
Supervisor**

Code Enforcement Cases

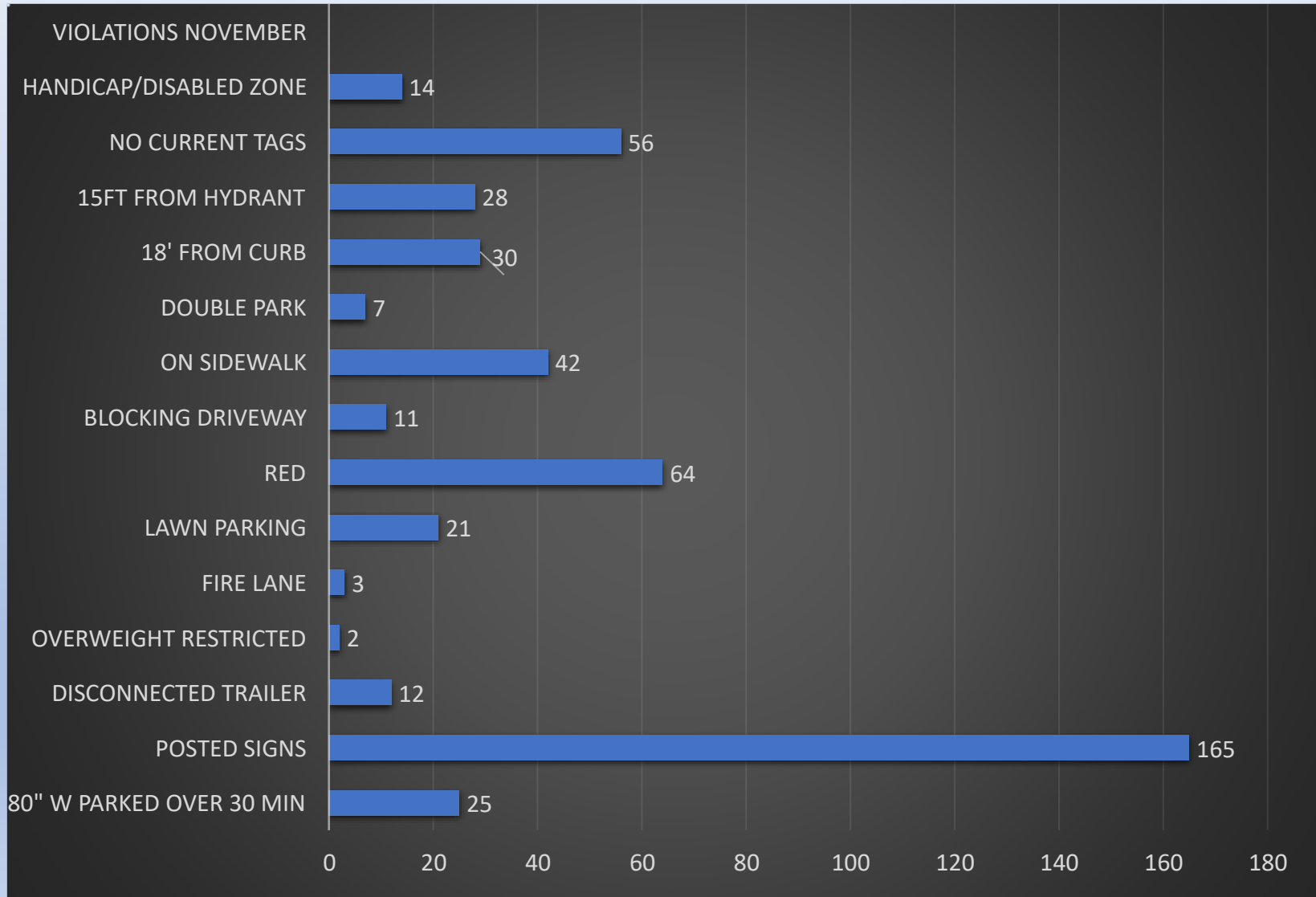
November, December, January - 2022
81 51 70

Building Code.....	7, 10, 9
Health & Safety.....	13, 3, 6
Parking Citations.....	3, 1, 3
Cannabis.....	0, 1, 3
Homeless	9, 5, 6
Property Maintenance.....	18, 7, 10
Streets/Public Places.....	5, 5, 5
Illegal Dumping/Bulk	3, 2, 4
Vehicle/Traffic.....	10, 9, 9
Business.....	10, 7, 13
Zoning.....	3, 1, 2



Parking Citations

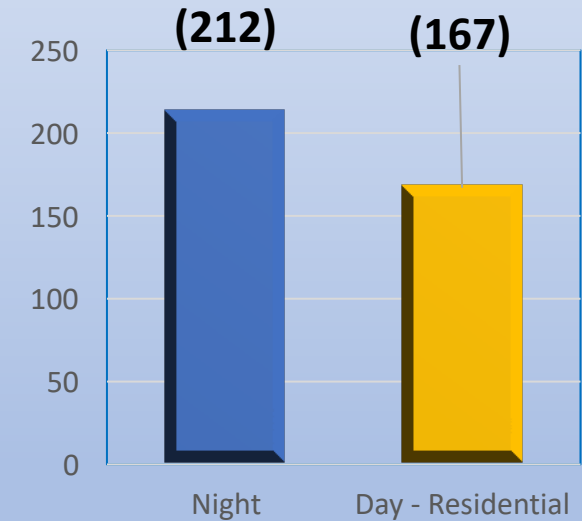
November - 848



STREET SWEEPING – 379

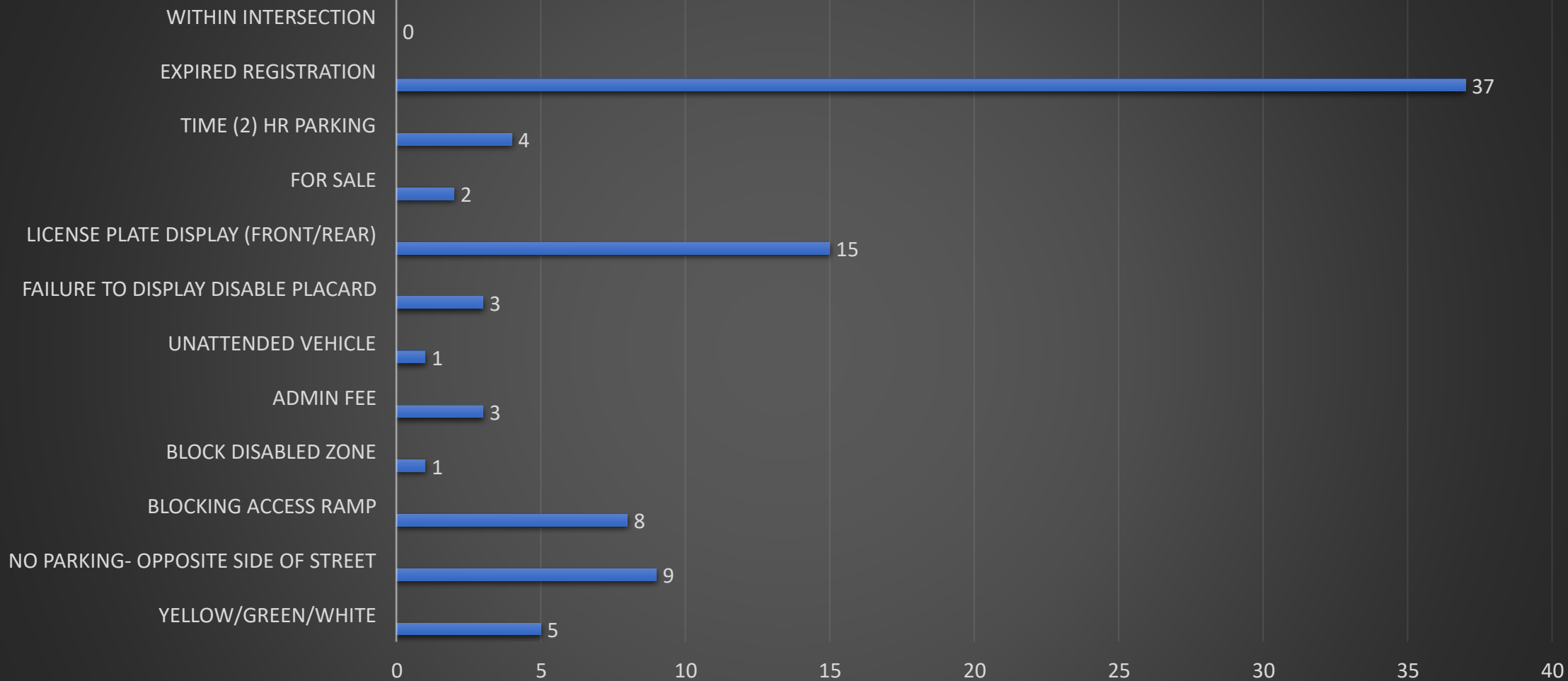
■ Night

■ Day -
Residential



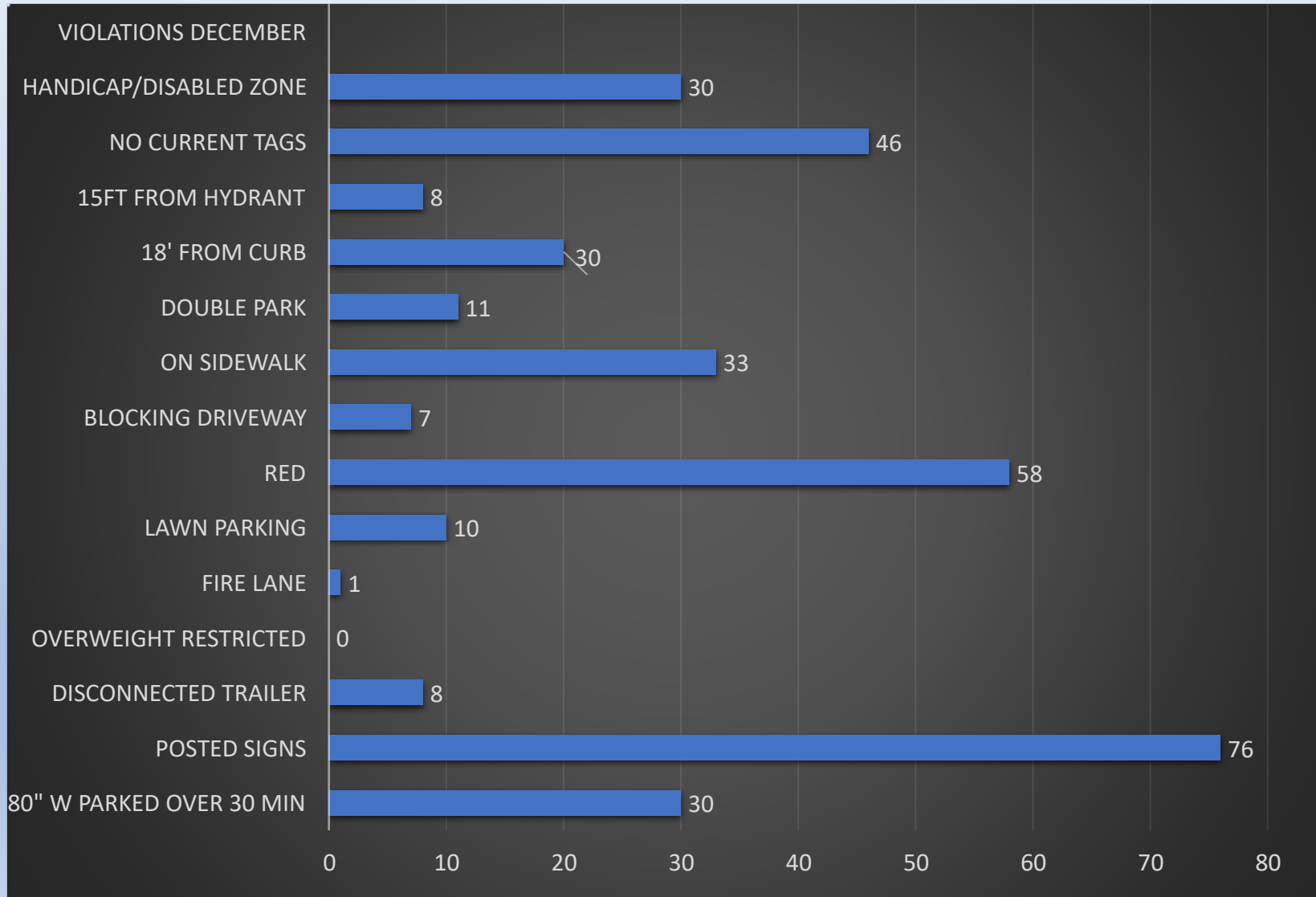
Parking Citations

November Continued



Parking Citations

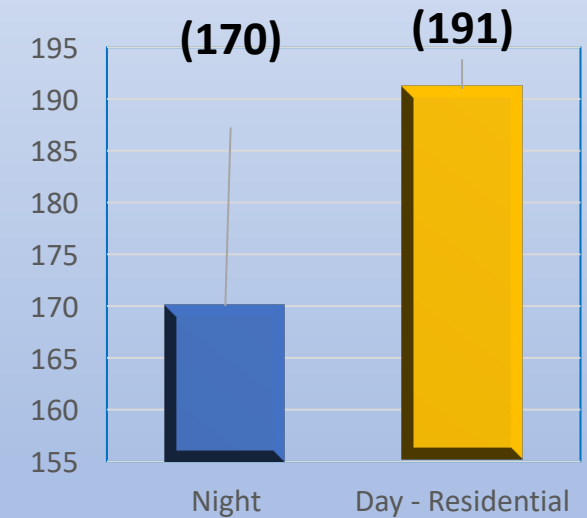
December - 706



STREET SWEEPING – 361

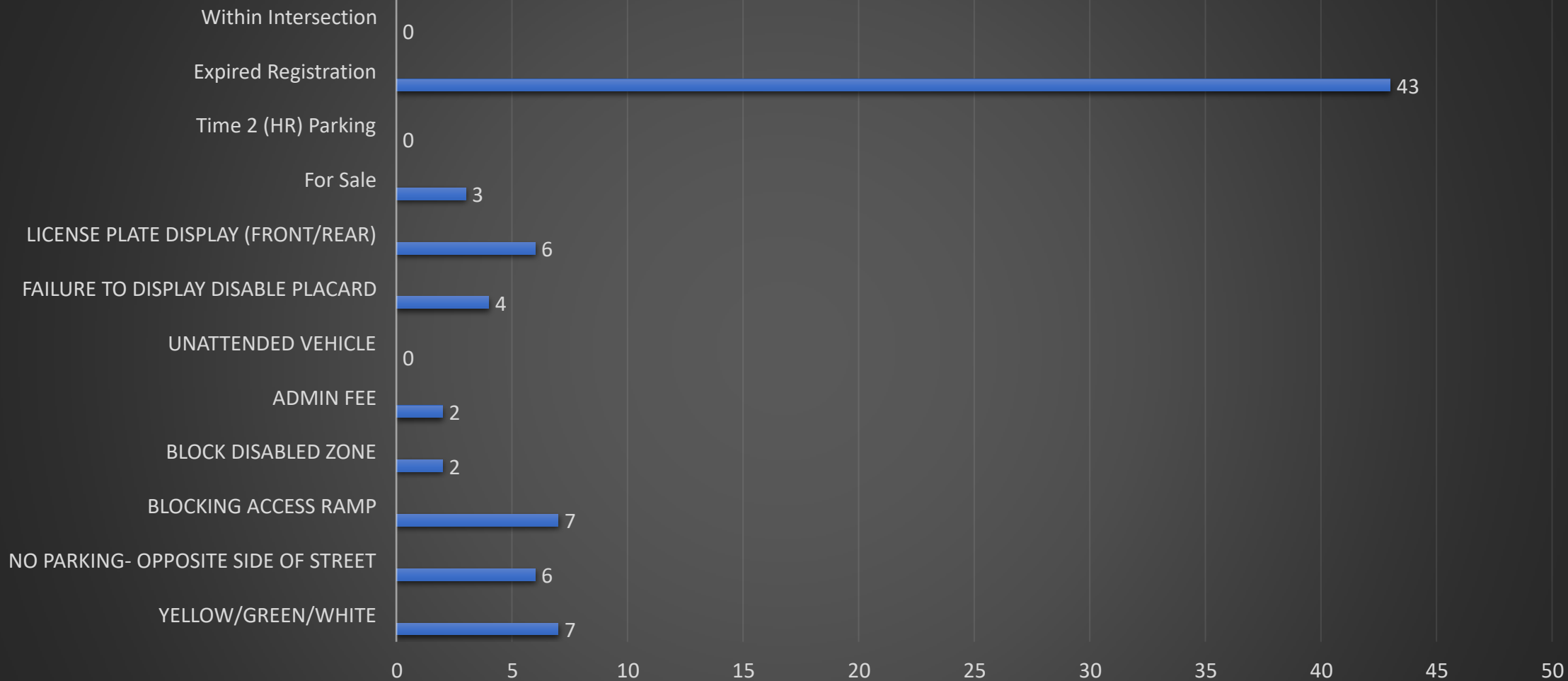
■ Night

■ Day -
Residential



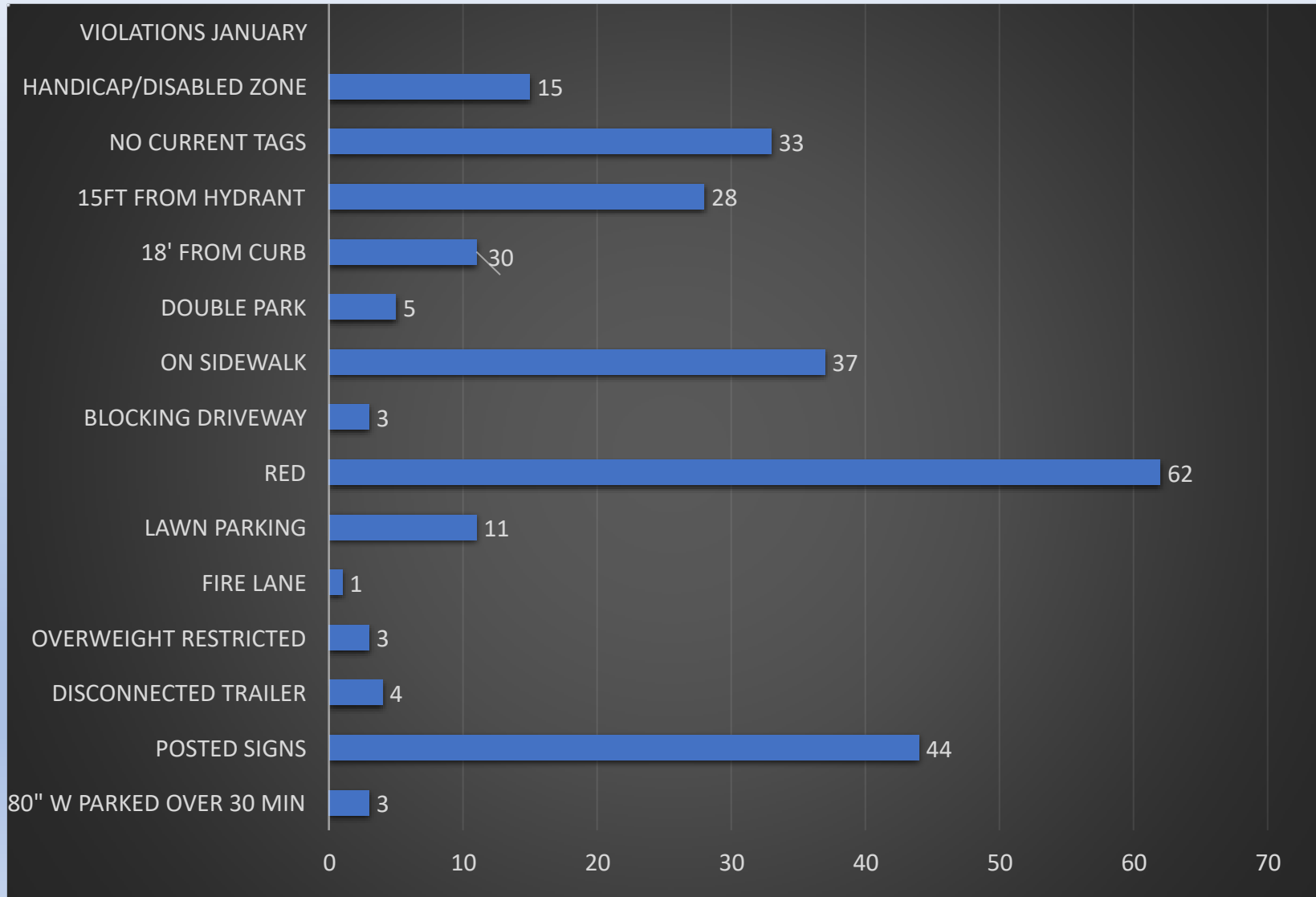
Parking Citations

December Continued



Parking Citations

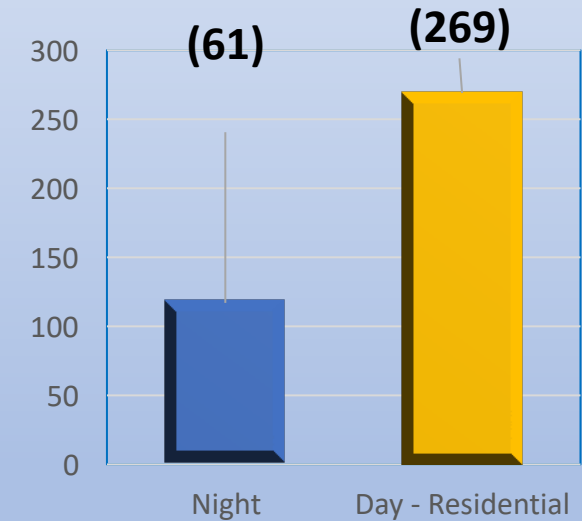
January - 632



STREET SWEEPING – 330

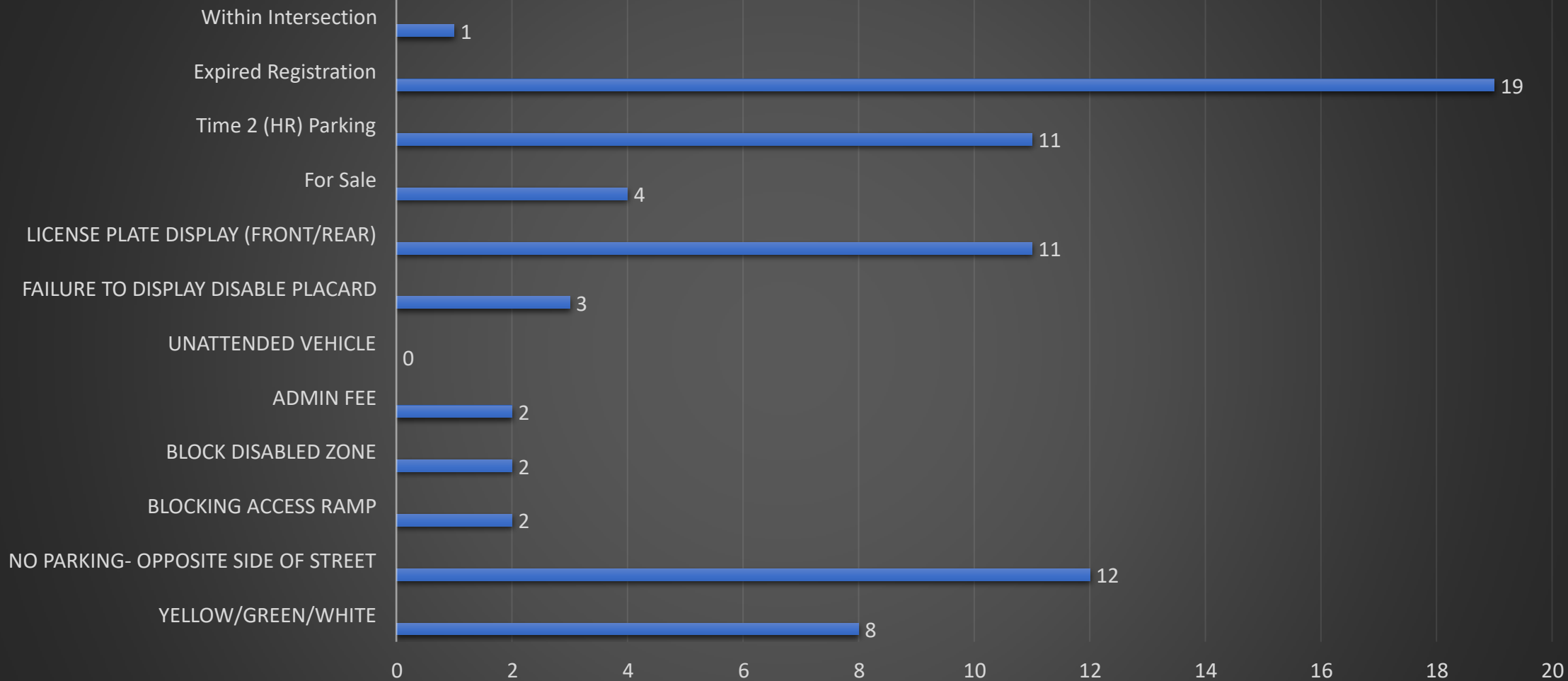
■ Night

■ Day -
Residential



Parking Citations

January Continued





City Council Agenda Report

Agenda Item No. 7.a.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE JOINT MEETING WITH VALLE LINDO SCHOOL DISTRICT-BOARD OF EDUCATION AND THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

SUMMARY: Staff is requesting approval of Minutes for the February 13, 2024, Joint and Regular City Council Meetings.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 13, 2024, Joint Meeting with Valle Lindo School District-Board of Education, and the Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. DRAFT Reg CC Mtg Minutes 2-13-24
- B. DRAFT Jt Special CC & VLSD Mtg Minutes 2-13-24

ATTACHMENT A

CITY OF SOUTH EL MONTE REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, February 13, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:00 PM.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; John Poehler, Director of Public Works, Ariana De La Cruz, Director of Community Services; Guillermo Arreola, Director of Community Development; Masami Higa, Director of Finance; Iyob Tessema, Interim Human Resources & Risk Management Manager, and Sabrina Muhne, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Lynn Tran, Valle Lindo School District, led the Pledge of Allegiance.

3. INVOCATION – William Gil, Knights of Columbus, offered the invocation.

Anthony Taylor, City Attorney, announced the following: Presentation Item 4.b. moved to the next city council meeting and item 4.c. additional material was received and distributed to City Council, posted on the City's Website and copies were available from the City Clerk.

4. PRESENTATIONS

4.a. Mayor and Council presented certificates to the El Monte/South El Monte Jets Cheer Teams, Pee-Wee Division Placing 2nd in the San Gabriel Valley Junior All American Competition and 1st place in the SHARP Competition with the Gremlin Division Placing 2nd in the San Gabriel Valley Junior All American Competition as well as the JAMZ Nationals and Placing 1st at the SHARP Competition. The Jets Cheer Team Program Received the City Spirit Award for the Most Pride and Spirit Shown at the San Gabriel Valley Junior All American Competition and the Judges' Choice Award at the SHARP Competition.

PRESENTATIONS (CONTINUED)

- 4.b. Presentation of Years of Service Awards to City Employees – **Moved to the next City Council Meeting.**
- 4.c. Presentation by Dr. Julia Ruedas, Senior Program Manager & Policy Analyst, LAC+USC Medical Center Foundation on Reducing Youth Access to Tobacco Products

Mayor Olmos requested General Business Item 9.d. be heard at this time. Council concurred with no objections.

GENERAL BUSINESS

- 9.d. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-127, APPROVING A LICENSE AGREEMENT WITH VACCO INDUSTRIES FOR PARKING SPACES AT 1530 CENTRAL AVENUE, SOUTH EL MONTE, CALIFORNIA**

Mayor Olmos announced the item.

Mayor Olmos provided public comment.

Public Comment:

- 1. Edwarda Saucedo, resident, spoke in support of approving the item.

Motion by Councilmember Angel, seconded by Mayor Pro Tem Bojorquez to adopt Resolution No. 24-127, approving a license agreement for leasing parking spaces to Vacco Industries and authorize the City Manager to execute agreement. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None.
ABSENT: Councilmember(s): Delgado

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Motion by Councilmember Angel, seconded by Councilmember Acosta to approve the agenda as amended. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

Dianna Gomez, Executive Assistant to City Council provided a cake in celebration of Councilmember Angel's birthday.

1. Edwarda Saucedo, resident, thanked Councilmember Angel for all his devotion for the El Monte/South El Monte Jets Program and commented on sales of tobacco, CM Measure, and wished everyone a Happy Valentine's Day.

7. CONSENT CALENDAR

Anthony Taylor, City Attorney, announced for consent calendar Item 7.k. the terms and compensation of the Employment Agreement with Iyob Tessema for the Director of Human Resources & Risk Management.

Motion by Councilmember Angel, seconded by Councilmember Acosta to approve the agenda as amended. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

- 7.a. Approved the Minutes of the January 9, 2024, Joint Special Meeting with Valle Lindo School District-Board of Education, and the Regular City Council Meeting.

- 7.b. Adopted Resolution No. 24-121, authorizing payment of City expenditures for the period January 10, 2024, through February 13, 2024, totaling \$1,796,277.21.

- 7.c. Approved the Women's Empowerment event to be held on Saturday, March 9th, from 10:00 am to 12:30 pm at the South El Monte Senior Center and approved the allocation of \$3,000.00 from the City's Special Events account 01-151-1543-5952 to host the event.

CONSENT CALENDAR (CONTINUED)

- 7.d. Received and filed the County Oversight Board approved Successor Agency's ROPS 24-25 by adopting Resolution No. OB 24-1.
- 7.e. Rejected the six (6) proposals received and authorize the re-advertisement of the Request for Proposals (RFP) for Janitorial Maintenance Service and authorized staff to solicit new proposals to ensure the City receives the best pricing available.
- 7.f. Adopted Resolution No. 24-122, accepting the completion of FY 2022-23 Residential Street Rehabilitation Project, authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, and approved releasing the retention accordingly.
- 7.g. Adopted Resolution No. 24-123, repealing Resolution No. 22-83 and amending the City's Conflict of Interest Code which formally codifies the revisions to the Code for the City.
- 7.h. Adopted Resolution No. 24-124, awarding a PSA to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, in the amount of \$157,500 and authorized the City Manager to execute agreement.
- 7.i. Approved the RFP to solicit proposals from qualified consultants to provide Curb Address Number Painting Services.
- 7.j. Authorized staff to Advertise Notice Inviting Bids (NIB) for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.
- 7.k. Adopted Resolution No. 24-125, approving appointment of Iyob Tessema for the position of Director of Human Resources and Risk Management and approving employment agreement and authorized the City Manager to execute the agreement.

8. PUBLIC HEARINGS

8.a. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-126, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2023-24 AND 2024-25**

Mayor Olmos announced the item and opened the public hearing.

Mayor Olmos opened public comment, there being none closed public comment.

Rene Salas, City Manager introduced John Poehler, Director of Public Works who presented the staff report.

PUBLIC HEARINGS (CONTINUED)

Item 8.a.

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Acosta adopt Resolution No. 24-126, allowing the City to revise its CDBG Consolidated Action Plan, and reprogram the use of CDBG funds for FY2023-24 and program the use of CDBG funds for FY2024-25 and authorized City Manager to adjust the CDBG Program budgets as necessary throughout FY2023-24 and FY2024-25, for the timely expenditure of CDBG funds according to the CDBG drawdown guidelines. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

9. GENERAL BUSINESS

9.a. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) TO IMPLEMENT THE CITY'S COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM AND PROVIDE APPLICATION EVALUATION SERVICES

Mayor Olmos announced the item and Rene Salas, City Manager introduced Guillermo Areola, Director of Community Development who presented the staff report

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Angel to approve the Request for Proposals (RFP) to solicit proposals from qualified consultants to implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services.

9.b. CONSIDERATION AND APPROVAL OF THE 2024 NIGHT MARKETS, SUMMER CONCERT SERIES AND FOURTH OF JULY CELEBRATION CONCERT BAND PERFORMANCES

Mayor Olmos announced the item and Ariana De La Cruz, Director of Community Services presented the staff report.

Discussion ensued between City Council and Ariana De La Cruz, Director of Community Services reviewing the list of potential bands for the 2024 Night Markets (4), Summer Concert Series (6) and fourth of July Celebration (1).

GENERAL BUSINESS (CONTINUED)

Item 9.b.

Motion by Councilmember Angel, seconded by Mayor Pro Tem Bojorquez to approve the following:

Night Markets (4): April Market "Impulse," May Market "Melodia Versalit," September Market "DJ Stillo," and October Market "Bumptown."

Summer Concert Series (6): "Cold Duck," "Chico," "Suave," "Pulp Vixen," "Joe Montelongo," and "Soto."

Fourth of July Celebration: "Chico" or "Suave. Second choice: "Platinum Beat Band."

Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Mayor Pro Tem Angel,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

9.c. CONSIDERATION TO RECEIVE AND FILE 2023–2024 CALIFORNIA LEGISLATION UPDATE

Mayor Olmos announced the item and Anthony Taylor, City Attorney presented the staff report.

At 7: 34 p.m. Councilmember Angel left the Chambers

At 7:36 p.m. Councilmember Angel returned.

Motion by Councilmember Angel, seconded by Mayor Pro Tem Bojorquez to received and file the report. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

9.d. *Mayor Olmos requested General Business Item 9.d. be heard after Presentations. Council concurred with no objections.* **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-127, APPROVING A LICENSE AGREEMENT WITH VACCO INDUSTRIES FOR PARKING SPACES AT 1530 CENTRAL AVENUE, SOUTH EL MONTE, CALIFORNIA**

GENERAL BUSINESS (CONTINUED)

9.e. CONSIDERATION OF RESOLUTION NO. 24-128, RESCINDING RESOLUTION NO. 23-67, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A NEW PARKING LICENSE AGREEMENT WITH COUNTY OF LOS ANGELES AT 1415 AND 1441 SANTA ANITA AVENUE

Mayor Olmos announced the item.

Motion by Councilmember Angel, Seconded by Mayor Pro Tem Bojorquez to Rescind Resolution No. 23-67 and adopt Resolution No. 24-128, authorizing the City Manager to negotiate and execute a license agreement for the use of City parking spaces by the County. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the Mayor and Council Member Academy through the League of California Cities held January 24-26, 2024, in Monterey, California.

Mayor Pro Tem Bojorquez announced he also attended the Mayor and Council Member Academy through the League of California Cities held January 24-26, 2024, in Monterey, California and the City's Lunar New Year Luncheon.

Councilmember Angel announced he attended Pastor Charlie Corum's quarterly meeting, the Mayor and Council Member Academy through the League of California Cities held January 24-26, 2024, in Monterey, California, the City's Lunar New Year Luncheon, and the City's Senior Valentines Day Luncheon.

Councilmember Delgado – Absent.

Mayor Olmos announced she attended the Mayor and Council Member Academy through the League of California Cities held January 24-26, 2024, in Monterey, California. The City's Lunar New Year Luncheon, Senior Valentine's Day Luncheon, Pastor Charlie Corum's quarterly meeting, and that SEAACA will have adoptions on Valentine's Day.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA – None

13. CLOSED SESSION

At 8:00 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

13.b. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) – (two cases)

13.c. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

Edison claim related to pole fees imposed for installation of poles in the right-of-way.

13.d. CONFERENCE WITH LEGAL COUNSEL – THREAT TO THE SECURITY OF PUBLIC BUILDINGS

Pursuant to Government Code Section 54957

At 8:59 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present (Delgado ABSENT).

Anthony R. Taylor, City Attorney, announced City Council discussed Items 13.a. through 13.d., no action taken, nothing to report.

14. ADJOURNMENT

There being no further business coming before this body, at 9:00 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, February 27, 2024, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

ATTACHMENT B

CITY OF SOUTH EL MONTE JOINT SPECIAL MEETING OF THE SOUTH EL MONTE CITY COUNCIL AND VALLE LINDO SCHOOL DISTRICT - BOARD OF EDUCATION MINUTES

Tuesday, February 13, 2024 - 5:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 5:03 PM.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

ABSENT: Councilmember(s): Delgado

Board Member(s): Lauria, Rodriguez, Rubio, Vice President
Martinez, and President Castillo

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney;
Donna G. Schwartz, City Clerk; Ariana De La Cruz, Director of Community
Services; John Poehler, Director of Public Works, and Sabrina Muhne, Deputy
City Clerk.

SCHOOL DISTRICT STAFF: Dr. Elizabeth Evans

Zoom was provided for the Public to participate during public comment via
teleconference.

2. PLEDGE OF ALLEGIANCE – Mayor Gloria Olmos, led the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

A motion was made by Councilmember Angel, seconded by Councilmember
Acosta to approve the agenda as amended. Motion passed 4-0-1, by the
following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

Motion passed 5-0, by the following vote:

AYES: Board Member(s): Lauria, Rodriguez, Rubio, Vice President Martinez, and President Castillo

NAYS: Board Member (s): None

4. PUBLIC COMMENT

Mayor Olmos opened public comment there being none, closed public comment.

5. GENERAL BUSINESS

5.a. PRESENTATION OF THE DESIGN OPTIONS FOR THE NEW TEMPLE PARK MULTI-PURPOSE COMMUNITY ROOM, SNACK ROOM, AND RESTROOMS REHABILITATION PROJECT

Mayor Olmos announced the item, City Manager Rene Salas then introduced Owner and Architect of LOC Architects, Poonam Sharma, who provided a PowerPoint presentation on various design options.

Discussion ensued between City Council and Board Members on the following: design options, square footage, longevity, concerns with roof maintenance, installation of a retractable gate, amount of glass used in the designs, privacy, security/surveillance, budget, necessary funds, consideration of installing solar panels, sustainability of structure, conversion of old snack bar into a storage room, maintenance of new snack bar and window facing fields, up-to-date appliances, and location of bathrooms.

Architect Sharma ensured that the square footage would be considered under the budget.

City Manager Rene Salas stated that the current funds of 1.2 million would be used to start the project, that more funds will need to be secured but that the design still needs to be presented to the State Architect Board. Mr. Salas noted that the city is looking at earmarks.

5.b. DISCUSSION ON THE FORMATION OF A SUBCOMMITTEE FOR THE NEW TEMPLE PARK MULTI-PURPOSE COMMUNITY ROOM, SNACK BAR, AND RESTROOMS REHABILITATION PROJECT

Mayor Olmos announced the item.

City Attorney Anthony Taylor provided a nuance of the Ralph M. Brown Act regarding subcommittees stating an agenda would need to be created for these types of meeting and open to the public.

Motion by Councilmember Acosta, seconded by Councilmember Angel to nominate Mayor Olmos and Councilmember Angel to the subcommittee. Motion passed 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Mayor Pro Tem Bojorquez,

and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Delgado

Motion by Board Member Ortiz, seconded by Vice President Martinez to nominate President Castillo and Board Member Rubio to the subcommittee and Dr. Evans as staff. Motion passed 5-0, by the following vote:

AYES: Board Member(s): Lauria, Rodriguez, Rubio, Vice President Martinez,
and President Castillo
NAYS: Board Member (s): None

City Manager Rene Salas noted himself and Director of Community Services Ariana De La Cruz would be the city's staff on the subcommittee.

6. ADJOURNMENT

There being no further business coming before this body, at 5:47 p.m., Mayor Olmos adjourned the meeting a Regular Meeting of the South El Monte City Council immediately following the Joint Meeting at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-129, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 14, 2024, THROUGH FEBRUARY 27, 2024

SUMMARY: Authorizing payment of City expenditures for the period of February 14, 2024, through February 27, 2024, totaling \$1,768,007.17.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-129, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-129
- B. Exhibit to Resolution 24-129

ATTACHMENT A

RESOLUTION NO. 24-129

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF FEBRUARY 14, 2024, THROUGH FEBRUARY 27,
2024, TOTALING \$1,768,007.17.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE,
DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the
Finance Director hereby certifies to the accuracy of the following demands and the availability of
funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by
law and that the same are hereby allowed in the amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 23/24	Electronic Warrants	02/14/24-02/27/24	DFT0001397-1495	\$429,057.88
FY 23/24	Regular Warrants	02/14/24-02/27/24	13725-13789	\$1,183,285.01
Payroll	Check	PPE 02/17/24	1720-1725	\$5,460.56
Payroll	Direct Deposit	PPE 02/17/24	6004-6111	\$150,203.72

TOTAL EXPENDITURES RESOLUTION NO. 24-129 \$1,768,007.17

PASSED, APPROVED, AND ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-129, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 27th day of February 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 02/27/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.4554	ANDY PEREZ	13725	02/08/2024	COMMUNITY CTR GYM CANCELLATION RFND	600.00
01.0000.0000.4554	ANDY PEREZ	13725	02/08/2024	COMMUNITY CTR GYM CANCELLATION RFND	600.00
01.0170.1710.5520	AUDOORMATICS USA, INC	13726	02/08/2024	LED-ROPE LIGHTS/ CHALL	165.34
01.0150.1530.5952	BALTAZAR ESTRADA	13727	02/08/2024	2/13/24 DJ SVCS/ LUNCHEON	400.00
01.0000.0000.4554	LETICIA PALMA	13728	02/08/2024	COMMUNITY CCTR GYM CANCELLATION RFND	600.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13729	02/08/2024	PPE 2/3/24	508.33
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13730	02/08/2024	PPE 2/3/24	6,270.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13731	02/08/2024	A.R GARNISHMENT PPE 2/3/24	8.15
01.0100.1050.5938	BRIANNA BADAR	13732	02/14/2024	WINTER'23 EDUCATION REIMB	841.50
01.0100.1050.5938	BRIANNA BADAR	13732	02/14/2024	WINTER'23 BOOK FEE REIMB	95.63
01.0170.1020.5956	JOSEPH VASQUEZ	13733	02/14/2024	BOOT ALLOWANCE REIMB 2024	159.85
01.0150.1540.5910	CRISTINA PARDO	13734	02/20/2024	CPRS CONF-PALM SPRINGS/ PER DIEM	448.00
01.0150.1540.5910	ELIZABETTE MIRANDA	13735	02/20/2024	CPRS CONF-PALM SPRINGS/ PER DIEM	448.00
01.0150.1540.5910	NICOLE PENA	13736	02/20/2024	CPRS CONF-PALM SPRINGS/ PER DIEM	448.00
01.0170.1020.5406	2010 OFFICE FURNITURE, INC	13737	02/21/2024	DEPT SUPPLIES	2,231.32
17.0900.9020.6025	AC PROS, INC	13738	02/21/2024	10% RETENTION	(12,325.50)
17.0900.9020.6025	AC PROS, INC	13738	02/21/2024	DOE/HVAC UPGRADE #602	246,510.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 GENERAL	7,860.30
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 SPECIAL PJTS	2,870.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 LITIGATION	4,694.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 PERSONNEL	5,593.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 P.W ENGINEERING	4,552.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 FINANCE	2,958.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 HOUSING	5,623.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13739	02/21/2024	JAN'24 ADDITIONAL SVCS	100.75
07.0190.1930.5968	ALL AMERICAN ASPHALT	13740	02/21/2024	PAVEMENT REHAB PJT RETENTION RELEASE #628	46,712.41
01.0100.1050.5406	ALL IN ONE POSTER COMPANY, INC	13741	02/21/2024	CA & FEDERAL COMBO POSTER	202.99
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	AFTER SCHOOL PRGM SUPP CREDIT	(54.89)
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	DEPT SUPPLIES	110.60
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	DEPT SUPPLIES	51.54
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	BLDG DEPT SUPPLIES	121.26
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	ITEM RETURN CREDIT	(44.08)
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	COMM DEVELOPMENT SUPP	308.68
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	HR SUPPLIES	146.05
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	DEPT SUPPLIES	166.41
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	DESK CHAIR/ SFTY CTR	220.49
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13742	02/21/2024	BLANK CHECKS	71.65
01.0170.1720.5406	AQUA PURE DRINKING WATER	13743	02/21/2024	DRINKING WATER/ YARD	103.93
01.0100.1050.5940	BROTHERS AWARDS & TROPHIES	13744	02/21/2024	RECOGNITION PLAQUES	132.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13745	02/21/2024	JAN'24 BLDG OFFICIAL SVCS	620.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13745	02/21/2024	JAN'24 BUSINESS LICENSE INSPECTION SVCS	440.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13745	02/21/2024	JAN'24 BLDG INSPECTION SVCS	9,138.92

01.0160.1620.5520	BUTLER CHEMICALS, INC.	13746	02/21/2024	KITCHEN MTNC/ SCTR	1,052.15
01.0100.1050.5938	CHRIS ALVAREZ	13747	02/21/2024	2024 EDUCATION REIMB/ MOLD COURSE	195.00
68.0900.9080.5215	CR ASSOCIATES, INC.	13748	02/21/2024	NOV'23-JAN'24 PJT MGMT #140	15,952.50
01.0120.1210.5406	D.R. MYERS DISTRIBUTING CO. INC	13749	02/21/2024	2024 I.D CHECKING GUIDE	37.42
01.0150.1510.5204	DAVID MAI	13750	02/21/2024	FEB'24 COMM SVCS COMMISSION MTG	100.00
01.0151.1541.5215	DURRELL JOHNSON	13751	02/21/2024	2/17/24 BBALL OFFICIAL SVCS	150.00
01.0120.1210.5406	EL MONTE PRINTING	13752	02/21/2024	CITY CLERK BUSINESS CARDS	44.49
01.0140.1430.5406	EL MONTE PRINTING	13752	02/21/2024	COMM DEV BUSINESS CARDS	49.49
01.0140.1440.5406	EL MONTE PRINTING	13752	02/21/2024	BLDG DEPT BUSINESS CARDS	98.96
40.0900.9000.5968	ELECNOR BELCO ELECTRIC, INC	13753	02/21/2024	JAN'24 SIGNAL/CON #295	9,000.00
40.0900.9000.5968	ELECNOR BELCO ELECTRIC, INC	13753	02/21/2024	JAN'24 SIGNAL/CON #295	(450.00)
01.0160.1650.5520	EWING IRRIGATION	13754	02/21/2024	IRRG REPAIRS/ NTP FIELD	270.01
01.0170.1710.5520	EWING IRRIGATION	13754	02/21/2024	ICE MAKER LID / CHALL	78.41
68.0900.9000.5968	GENTRY BROTHERS INC	13755	02/21/2024	5% RETENTION	(35,923.65)
68.0900.9000.5968	GENTRY BROTHERS INC	13755	02/21/2024	JAN'24 CON/MER GMWY #407	718,472.90
01.0100.1050.5931	GOVERNMENT JOBS.COM, INC.	13756	02/21/2024	AUG'23-AUG'23 NEOGOV HR PRGM/ LICENSE	1,181.70
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13757	02/21/2024	1/29-2/8/24 MUNI TEMP SVCS/ H.R ANALYST	6,037.50
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13757	02/21/2024	1/29-2/8/24 MUNI TEMP SVCS/ H.R DIRECTOR	11,250.00
01.0000.0000.4554	HECTOR ZUMAYA	13758	02/21/2024	2/10/24 COMM ROOM/ DEPOSIT RFND	50.00
01.0150.1510.5204	HORTENCIA VASQUEZ	13759	02/21/2024	FEB'24 COMM SVCS COMMISSION MTG	100.00
01.0140.1430.5908	HOUSING CALIFORNIA	13760	02/21/2024	HOUSING CONFERENCE FEE	400.00
01.0120.1210.5914	INT'L INSTITUTE OF MUNICIPAL CLERKS	13761	02/21/2024	IIMC ANNUAL MEMBERSHIP FEE	125.00
01.0000.0000.4554	IRINA LOPEZ	13762	02/21/2024	2/11/24 MVD COMM RM DEPOSIT RFND	50.00
01.0150.1510.5204	ISRAEL ALACIO	13763	02/21/2024	2/6/24 COMM SVCS COMMISSION MTG	100.00
01.0140.1430.5910	JENNIFER SANCHEZ	13764	02/21/2024	2/12/24 MILEAGE REIMBURSEMENT	69.43
01.0151.1541.5215	JOHN BRYANT	13765	02/21/2024	2/10/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	JOHN BRYANT	13765	02/21/2024	2/17/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	JOSHUA MORENO	13766	02/21/2024	2/10/24 BBALL OFFICIAL SVCS	150.00
01.0150.1540.5956	LAB1419	13767	02/21/2024	RECREATION UNIFORM SHIRTS	235.12
44.0800.8010.5956	LAB1419	13767	02/21/2024	DRIVERS UNIFORM SHIRTS	305.11
01.0151.1541.5215	MICHAEL WALKER	13768	02/21/2024	2/10/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	MICHAEL WALKER	13768	02/21/2024	2/17/24 BBALL OFFICIAL SVCS	120.00
01.0130.1330.5950	MRC SMART TECHNOLOGY SOLUTIONS	13769	02/21/2024	10/30/23-1/29/24 COPY OVERAGE	2,484.70
01.0100.1020.5405	OFFICE DEPOT	13770	02/21/2024	ADMIN SUPPLIES	34.35
01.0100.1020.5405	OFFICE DEPOT	13770	02/21/2024	ADMIN SUPPLIES	35.39
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	13771	02/21/2024	1/26/24 SENIOR EXCURSION TRANSPORTATION	1,356.25
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	13772	02/21/2024	DEC'23 ADMIN CITE PROCESSING SVCS	676.60
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	13772	02/21/2024	DEC'23 PARKING CITE SVCS	4,306.73
01.0160.1610.5520	PROPERTY HEALTH INC	13773	02/21/2024	ASBESTOS & LEAD SURVEY	667.50
01.0160.1620.5520	PROPERTY HEALTH INC	13773	02/21/2024	ASBESTOS & LEAD SURVEY	667.50
01.0160.1610.5520	QUENCH USA, INC.	13774	02/21/2024	NOV'23 WATER FILTER/ CCTR	38.59
01.0100.1020.5405	QUENCH USA, INC.	13774	02/21/2024	FEB'24 WATER FILTER/ CHALL	126.79
01.0160.1620.5520	QUENCH USA, INC.	13774	02/21/2024	FEB'24 WATER FILTER/ SCTR	64.95
01.0160.1610.5520	QUENCH USA, INC.	13774	02/21/2024	JAN'24 WATER FILTER/ CCTR	38.59
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13775	02/21/2024	JAN'24 PUBLISH CITY NOTICE/ CCTR IMPVMTS	1,207.77
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13775	02/21/2024	JAN'24 PUBLISH CITY NOTICE/ SCTR IMPVMTS	1,207.77
17.0900.9020.6025	SFADIA, INC	13776	02/21/2024	LIGHTING UPGRADES/ CITY BLDG'S	48,703.00
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	DRAGGING SPIKES/ NTP FIELDS	37.04
01.0170.1740.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	MEASURING TAPE CITY WIDE	112.90
01.0170.1750.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	SAND/ FIRE STATION	159.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	FORM OIL & SCREW ANCHORS / ST & RD MTNC	147.53
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	LEATHER BELT / YARD	26.50

02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	PLASTER - FIRE STATION / ST & RD MTNC	40.00
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	CONCREET MIX / ST & RD MTNC	44.98
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13777	02/21/2024	PLASTER SAND-FIRESTATION	120.00
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	13778	02/21/2024	DEC'23 CITATION REVENUE	6,334.50
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13779	02/21/2024	FEB'24 NEWSLETTER	6,299.41
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#2 SMOG INSPECTION	40.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#15 SMOG INSPECTION	40.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#3 SMOG INSPECTION	40.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#12 SMOG INSPECTION	70.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#22 SMOG INSPECTION	40.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#95 SMOG INSPECTION	60.00
44.0800.8010.5525	THE SMOG SPOT	13780	02/21/2024	#24 SMOG INSPECTION	40.00
44.0800.8010.5525	THE SMOG SPOT	13780	02/21/2024	#20 SMOG INSPECTION	70.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#13 SMOG INSPECTION	40.00
01.0170.1770.5525	THE SMOG SPOT	13780	02/21/2024	#7 SMOG INSPECTION	40.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	13781	02/21/2024	JAN'24 CONSULTING SVCS	6,750.00
68.0900.9000.5215	TRANSTECH ENGINEERING, INC.	13782	02/21/2024	NOV'23 ADMIN SVCS #252	4,060.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13782	02/21/2024	NOV'23 ATP CYCLE 6 SVCS	363.00
46.0460.9000.5215	TRANSTECH ENGINEERING, INC.	13782	02/21/2024	NOV'23 SEWER RATE STUDY RFP	1,750.00
01.0170.1105.5974	TRANSTECH ENGINEERING, INC.	13782	02/21/2024	NOV'23 PJT MGMT #635	1,105.00
01.0170.1105.5974	TRANSTECH ENGINEERING, INC.	13782	02/21/2024	NOV'23 PJT MGMT #636	1,105.00
01.0130.1310.5215	TRUSAIC	13783	02/21/2024	FEB'23 ACA MONTHLY	1,061.21
01.0151.1541.5215	VIEN HO	13784	02/21/2024	2/17/24 BBALL OFFICIAL SVCS	120.00
68.0900.9000.5968	WEST & ASSOCIATES ENGINEERING, INC.	13785	02/21/2024	11/1-1/31/24 SAFE ROUTES TO SCHOOL #110	18,000.00
01.0160.1650.5520	WHITTIER FERTILIZER	13786	02/21/2024	FERTLIZER-SR FIELD/ NTP	439.90
01.0170.1750.5520	WHITTIER FERTILIZER	13786	02/21/2024	MULCH/ FIRE STATION	374.85
01.0130.1330.5950	XEROX CORPORATION	13787	02/21/2024	1/30-2/28/24 COPIER LEASE	1,984.95
01.0151.1541.5215	YAIID MORENO	13788	02/21/2024	2/10/24 BBALL OFFICIAL SVCS	150.00
01.0170.1770.5525	ZOOM AUTO PARTS, INC	13789	02/21/2024	#32 RIGHT TIRE REPLACEMENT	200.00
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0001397	01/08/2024	DEC'23 INSURANCE	1,322.84
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0001398	01/25/2024	JAN'24 INSURANCE	1,026.36
02.0170.1760.5550	ATHENS SERVICES	DFT0001399	01/16/2024	JAN'24 SWEEPER SVCS	6,140.00
02.0170.1760.5550	ATHENS SERVICES	DFT0001400	02/16/2024	FEB'24 SWEEPER SVCS	6,140.00
01.0000.0000.2250	CALPERS	DFT0001401	01/19/2024	FEB'24 ACTIVE EMPLOYEE PREMIUM	81,149.67
01.0100.1050.5941	CALPERS	DFT0001401	01/19/2024	FEB'24 ADMIN FEE/ ACTIVE	259.68
01.0100.1050.5941	CALPERS	DFT0001401	01/19/2024	FEB'24 ADMIN FEE/ RETIRED	23.97
01.0100.1050.5945	CALPERS	DFT0001401	01/19/2024	FEB'24 EMPLOYER SHARE OF RETIRED	1,099.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001402	01/19/2024	PPE 1/6/24 RATE PLAN 27216	16,105.90
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001402	01/19/2024	PPE 1/6/24 RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001402	01/19/2024	PPE 1/6/24 RATE PLAN 685	9,360.96
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001403	01/25/2024	JAN'24 RATE PLAN 27216	349.64
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001404	01/25/2024	PPE 1/20/24 RATE PLAN 23047	1,990.63
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001404	01/25/2024	PPE 1/20/24 RATE PLAN 685	9,395.72
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001404	01/25/2024	PPE 1/20/24 RATE PLAN 27216	17,203.87
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0001405	01/24/2024	FEB'24 DENTAL	5,962.42
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001406	01/26/2024	PPE 1/20/24 FEDERAL	17,397.40
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001406	01/26/2024	PPE 1/20/24 FICA	25,422.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001406	01/26/2024	PPE 1/20/24 MEDICARE	5,945.64
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001407	01/12/2024	PPE 1/6/24 FEDERAL	16,989.63
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001407	01/12/2024	PPE 1/6/24 MEDICARE	5,930.26
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001407	01/12/2024	PPE 1/6/24 FICA	25,357.82
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001408	01/09/2024	PPE 1/6/24 FEDERAL	71.32

01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001408	01/09/2024	PPE 1/6/24 MEDICARE	45.94
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001408	01/09/2024	PPE 1/6/24 FICA	196.44
01.0130.1310.5180	DEPARTMENT OF THE TREASURY	DFT0001409	01/11/2024	4TH QTR 2023/ FEDERAL	5,635.49
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001410	01/18/2024	4TH QTR 2023	146.96
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001411	01/26/2024	PPE 1/20/24 UI TAX WTHD'G	3,385.19
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001411	01/26/2024	PPE 1/20/24 TNG WTHD'G	169.26
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001411	01/26/2024	PPE 1/20/24 STATE WTHD'G	5,966.92
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001412	01/09/2024	PPE 1/6/24 UI TAX WTHD'G	31.68
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001412	01/09/2024	PPE 1/6/24 TNG WTHD'G	1.59
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001412	01/09/2024	PPE 1/6/24 STATE WTHD'G	19.36
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001413	01/18/2024	4TH QTR 2023	924.28
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001414	01/12/2024	PPE 1/6/24 STATE WTHD'G	5,900.85
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001414	01/12/2024	PPE 1/6/24 UI TAX WTHD'G	4,073.04
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001414	01/12/2024	PPE 1/6/24 TNG WTHD'G	203.61
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001415	01/26/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001415	01/26/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001415	01/26/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001415	01/26/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001416	01/12/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001416	01/12/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001416	01/12/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001416	01/12/2024	CASE 200000002135289	780.50
01.0170.1770.5950	JCB FINANCE, PRO. BANK OF THE WEST	DFT0001417	01/12/2024	DEC'23 TRACTOR LEASE	1,694.67
01.0170.1730.5705	SO CAL GAS	DFT0001418	12/27/2023	11/15-12/14/23 1824 CENTRAL AVE	122.12
01.0170.1730.5705	SO CAL GAS	DFT0001419	01/11/2024	11/30-1/2/24 1415 SANTA ANITA AVE	159.31
01.0000.0000.2255	VISION SERVICE PLAN	DFT0001420	01/18/2024	FEB'24 VISION INSURANCE	784.68
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0001421	01/03/2024	CHISTMAS DECORATIONS SR SVCS	270.18
01.0151.1546.5406	WALMART COMMUNITY/GECRB	DFT0001421	01/03/2024	TOY DRIVE SUPPLIES	131.89
01.0151.1546.5406	WALMART COMMUNITY/GECRB	DFT0001421	01/03/2024	TOY DRIVE GIVEAWAY TOYS	1,150.00
01.0151.1546.5406	WALMART COMMUNITY/GECRB	DFT0001421	01/03/2024	TOY DRIVE DECORATIONS	304.82
01.0151.1546.5406	WALMART COMMUNITY/GECRB	DFT0001421	01/03/2024	TOY DRIVE DECORATIONS & SUPP	149.76
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0001422	02/02/2024	CHRISTMAS BLDG DECORATIONS	130.98
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0001422	02/02/2024	CHRISTMAS SUPPLIES	198.58
01.0151.1546.5406	WALMART COMMUNITY/GECRB	DFT0001422	02/02/2024	TOY DRIVE CTR SUPPLIES	225.50
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001423	01/08/2024	JAN'24 LIFE INSURANCE	2,323.73
01.0140.1100.5406	SPARKLETTS	DFT0001424	12/19/2023	NOV'23 WATER SVCS	4.49
01.0140.7020.5406	SPARKLETTS	DFT0001424	12/19/2023	NOV'23 WATER SVCS	4.50
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0001425	12/27/2023	10/24-11/24/23 FUEL-CITY TRANSPORATION	7,789.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001426	01/16/2024	1/1-2/1/24 1415 N SANTA ANITA	72.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001427	01/24/2024	12/11-1/9/24 1415 N SANTA ANITA	327.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001428	01/19/2024	12/6-1/4/24 1628 IRRIG DURFEE	268.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001429	01/24/2024	12/11-1/9/24 1500 N CENTRAL	1,160.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001430	01/09/2024	11/22-12/21/23 1819 CENTRAL	500.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001431	01/24/2024	12/11-1/9/24 1900 N CENTRAL	159.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001432	01/09/2024	11/22-12/21/23 1402 IRR LERMA	1,140.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001433	01/19/2024	12/6-1/4/24 1508 IRRG PECK	273.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001434	01/24/2024	12/11-1/9/24 MERCED N/W SANTA ANITA	59.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001435	01/19/2024	12/6-1/4/24 1222 IRRIG PECK	318.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001436	01/16/2024	1/1-2/1/24 1900 N CENTRAL	108.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001437	01/22/2024	12/7-1/5/24 1903 IRRIG DURFEE	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001438	01/24/2024	12/11-1/9/24 2000 IRRIG SANTA ANITA	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001439	01/09/2024	11/22-12/21/23 1530 IRRG CENTRAL	406.38

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001440	01/30/2024	12/13-1/11/24 2464 ROSEMEAD	268.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001441	01/09/2024	11/22-12/21/23 1500 CENTRAL	683.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001442	01/19/2024	12/6-1/4/24 1660 IRRIG DURFEE	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001443	01/30/2024	12/13-1/11/24 2620 ROSEMEAD	159.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001444	01/09/2024	11/22-12/21/23 1450 LIDCOMBE	965.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001445	01/24/2024	12/11-1/9/24 1824 N CENTRAL	391.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001446	01/19/2024	12/6-1/4/24 1502 IRRIG PECK	291.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001447	01/24/2024	12/11-1/9/24 10452 E RUSH	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001448	01/22/2024	12/7/23-1/5/24 1926 IRR DURFEE	282.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001449	01/25/2024	12/12-1/10/24 2004 IRRIG ROSEMEAD	27.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001450	01/24/2024	12/11-1/9/24 1707 N MERCED	81.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001451	01/24/2024	12/11-1/9/24 1652 IRRIG TYLER	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001452	01/23/2024	12/8-1/8/24 1450 LIDCOMBE AVE	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001453	01/24/2024	12/11-1/9/24 1819 N MERCED	122.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001454	01/19/2024	12/6-1/4/24 THIENES/PARKWAY	27.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001455	01/24/2024	12/11-1/9/24 1530 N CENTRAL	296.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001456	01/09/2024	11/22-12/21/23 1415 IRRG SANTA ANITA	476.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001457	01/24/2024	12/11-1/9/24 N LERMA/MILLET	223.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001458	01/19/2024	12/6-1/4/24 1710 IRRIG DURFEE	223.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001459	01/09/2024	11/22-12/21/23 1341 ISLAND/SANTA ANITA	39.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001460	01/24/2024	12/11-1/9/24 1556 N CENTRAL	346.14
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001461	01/24/2024	12/11-1/9/24 N/E MERCED SANTA ANITA	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001462	01/19/2024	12/6-1/4/24 FARNDON-PECK	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001463	02/20/2024	1/5-2/5/24 2018 DURFEE	223.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001464	01/25/2024	12/12-1/10/24 2218 ROSEMEAD	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001465	01/24/2024	12/11-1/9/24 2022 N CENTRAL	72.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001466	01/24/2024	12/11-1/9/24 1819 N CENTRAL	245.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001467	01/22/2024	12/7-1/5/24 2018 DURFEE	227.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001468	01/22/2024	12/7-1/5/24 11016 GOMEZ PALACIO	27.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001469	01/09/2024	11/22-12/21/23 1556 IRRG CENTRAL	336.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001470	01/09/2024	11/22-12/21/23 1450 LIDCOMBE	278.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001471	01/23/2024	12/8-1/8/24 1675 IRRIG DURFEE	163.95
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001472	01/19/2024	12/6-1/4/24 1109 IRRIG PECK	218.68
01.0170.1730.5705	SO CAL GAS	DFT0001473	01/24/2024	12/14-1/16/24 1556 CENTRAL AVE	970.12
01.0170.1730.5705	SO CAL GAS	DFT0001474	01/24/2024	12/14-1/16/24 1450 LIDCOMBE AVE	92.32
01.0170.1730.5705	SO CAL GAS	DFT0001475	01/24/2024	12/14-1/16/24 1824 CENTRAL AVE	196.67
01.0170.1730.5705	SO CAL GAS	DFT0001476	01/24/2024	12/14-1/16/24 1900 CENTRAL AVE	338.17
01.0170.1730.5705	SO CAL GAS	DFT0001477	01/24/2024	12/14-1/16/24 1530 CENTRAL AVE	721.43
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001478	01/22/2024	12/8-1/8/24 1459 SANTA ANITA AVE	465.55
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001479	01/16/2024	12/1-12/31/23 STREET LIGHTS	3,793.51
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001480	01/22/2024	12/1-12/31/23 STREET LIGHTS	846.77
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001481	01/22/2024	12/1-12/31/23 2028 CENTRAL AVE	291.18
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001482	01/29/2024	12/14-1/15/24 1556 CENTRAL AVE	1,558.48
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001483	02/14/2024	1/1-1/31/24 STREET LIGHTS	3,760.56
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001484	01/29/2024	12/14-1/15/24 1415 SANTA	2,555.80
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001485	01/18/2024	12/1-12/31/23 STREET LIGHTS	2,081.20
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001486	01/29/2024	12/14-1/15/24 1530 CENTRAL AVE	1,931.76
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001487	01/29/2024	12/14-1/15/24 1824 CENTRAL AVE	597.50
01.0140.1100.5406	SPARKLETTS	DFT0001488	12/19/2023	JAN'24 WATER SVCS	4.50
01.0140.7020.5406	SPARKLETTS	DFT0001488	12/19/2023	JAN'24 WATER SVCS	4.49
01.0140.1100.5406	SPARKLETTS	DFT0001489	01/17/2024	DEC'23 WATER SVCS	23.98
01.0140.7020.5406	SPARKLETTS	DFT0001489	01/17/2024	DEC'23 WATER SVCS	23.98

01.0000.0000.2020	CALPERS RETIREMENT	DFT0001490	02/08/2024	PPE 2/3/24 RATE PLAN 685	9,414.70
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001490	02/08/2024	PPE 2/3/24 RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001490	02/08/2024	PPE 2/3/24 RATE PLAN 27216	17,442.63
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001491	02/09/2024	PPE 2/3/24 FEDERAL	18,181.25
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001491	02/09/2024	PPE 2/3/24 FICA	27,450.22
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001491	02/09/2024	PPE 2/3/24 MEDICARE	6,419.80
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001492	02/12/2024	PPE 2/3/24 UI TAX WTHD'G	2,400.70
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001492	02/12/2024	PPE 2/3/24 TNG WTHD'G	120.00
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001492	02/12/2024	PPE 2/3/24 STATE WTHD'G	6,435.51
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001493	02/12/2024	4TH QTR 2023	139.20
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001494	02/08/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001494	02/08/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001494	02/08/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001494	02/08/2024	CASE 200000002163990	359.00
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001495	02/01/2024	FEB'24 SUPPLEMENTAL LIFE INSURANCE	2,343.23
Grand Total					1,612,342.89

Authorization Signatures

A handwritten signature in black ink, appearing to be 'Rene Salas', written above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-130, AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM DAVEY COACH

SUMMARY: The City of South El Monte was awarded a grant from the Federal Transit Administrative ("FTA") Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase an aging transportation vehicle.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 24-130, approving the purchase of a Class C - Ford E450 Terra Transit Bus from Davey Coach Sales; and
2. Authorize City Manager to negotiate and execute all requisite documents for the purchase.

FISCAL/FINANCIAL IMPACT: The City relied on the California Association for Coordinated Transportation/Morongo Basin Transit Authority's (CalACT/MBTA) existing purchasing cooperative to secure competitive pricing for the vehicle. The participation in the purchasing cooperative maximizes cost efficiencies. The total cost for the Terra Transit Bus is \$134,503.14. Which, \$75,600.00 is included in the three-year FTA Section 5310 grant budget. The remaining balance of \$58,903.14 will be funded by the City's Prop A Fund as budgeted within FY 2023-2024. The vehicle is 100% funded by non-General Fund monies.

DISCUSSION: The Senior Services Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation service for individuals 60 or older, as well as to legally disabled residents of any age. Passengers are transported to any destination within the City limits, and up a 15-mile radius outside of city limits for medical appointments only. Other services include

transportation of youth who participate in the City's sponsored after-school program. On a limited basis, bus services are provided for youth and senior excursions, and for special events that are sponsored by the City.

As part of the City's vehicle maintenance program, staff identified a transportation vehicle that has reached the end of its useful service life (per FTA evaluation criteria) of 5 years and/or 150,000 miles. The transportation division is experiencing a high demand for costly repairs due to the age and mileage of the vehicle. To maintain an adequate operational fleet and to maximize cost efficiencies, staff secured an Assignment to Purchase Agreement from CalACT/MBTA that gives the City the option to purchase Transit Vehicles from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No. 20-01 with the Contractors awarded to on the Procurement.

Staff followed the FTA evaluation criteria above to select the Class C - Ford E450 Terra Transit Bus. The class C -450 Terra Transit Bus has a maximum seating capacity of twenty ambulatory passengers or a combination of eighteen ambulatory passengers and two wheelchair passengers. The City's current cutaway bus only offers a maximum of fourteen ambulatory passengers or twelve ambulatory passengers and one wheelchair passenger. The new bus will also include a four-security camera system and a double side wheelchair door to allow for easy side wheelchair loading of ADA passengers from the curbside. Staff reviewed several bus options that provided less passenger capacity and found the pricing for the vehicles selected to be fair and reasonable within a competitive market environment as required by the FTA.

ATTACHMENT(S):

- A. Resolution No. 24-130
- B. Contract

ATTACHMENT A

RESOLUTION NO. 24-130

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH DAVEY COACH SALES FOR THE PURCHASE OF A TRANSPORTATION VEHICLE

WHEREAS, Section 3.16.060 of the South El Monte Municipal Code authorizes city manager to purchase supplies, equipment and services, following the bid procedures from a vendor awarded a bid by another public agency if the agency utilized procedures substantially the same as those normally utilized by the City; and

WHEREAS, the California Association for Coordinated Transportation (CALACT), is a cooperative purchasing organization. A review of the CALACT procedures revealed compliance with the City's Purchasing Ordinance and Purchasing Manual; and

WHEREAS, the City received an estimate for a potential vehicle purchases as detailed and identified in the staff report and related attachments. The vehicle is described as a Class C - Ford E450 Terra Transit Bus.

WHEREAS, utilizing CALACT for the purchase of this vehicles, the City saved approximately \$12,119.00 off the retail price.

NOW, THEREFORE, the City Council of the City of South El Monte hereby authorize as follows:

SECTION 1: The City Council authorizes the City Manager to execute the agreement with Davey Coach Sales for the purchase of the Class C- E450 Terra Transit Bus in the amount of \$134,503.14.

PASSED, APPROVED AND ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 24-130, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 27th day of February 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



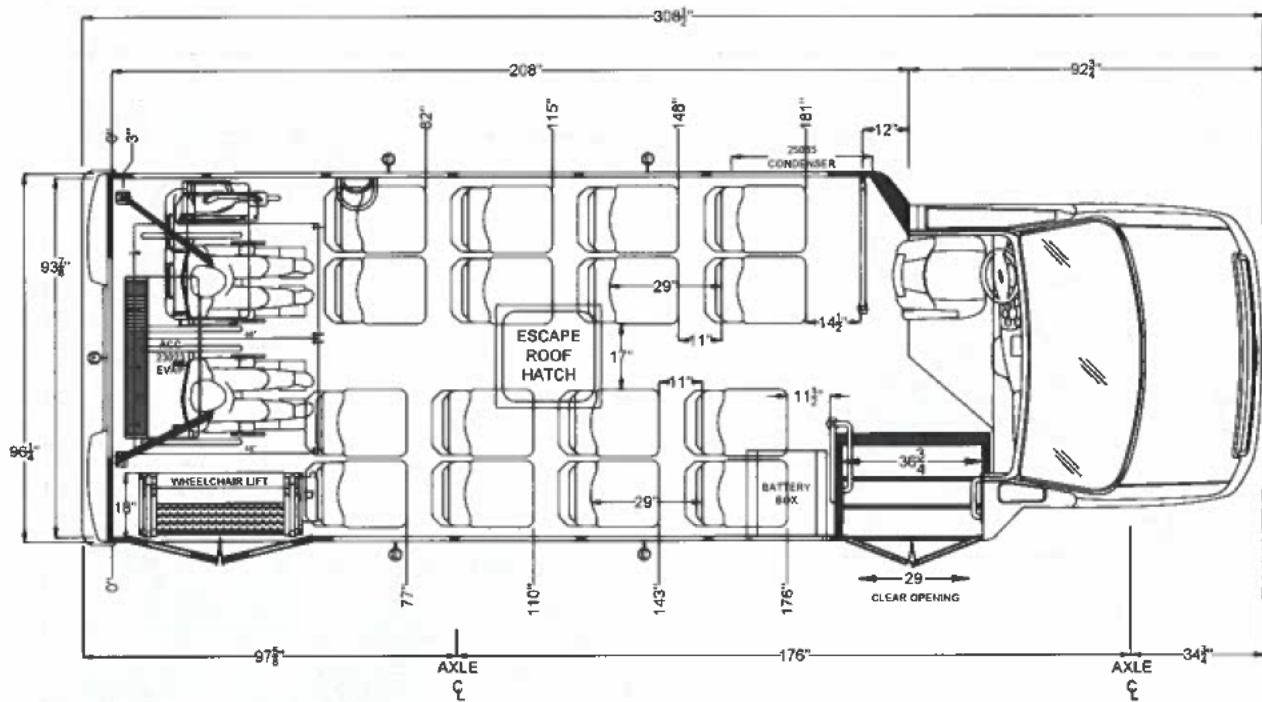
DAVEY COACH

CACT
Contract # 20-01

 12380 Firestone Blvd
 Norwalk, CA 90650
comerh@daveycoach.com
 (424) 901-3301


Date: 02.21.24
End User: City of S. El Monte
Contact: Wendy Cayco
Address: 1556 Central Avenue
City: S. El Monte
State: CA
Zip: 91733
Phone: 626.448.0131
Email: wcayco@selmonte.org

QTY	PART ID	DESCRIPTION	ADDITIONAL INFO.	UOM	UNIT PRICE	EXTENDED PRICE
1	Class C - Ford E450	Turtle Top Terra Transit - 16 Ambulatory + 2 W/C - Rear Lift		EA	\$106,845.84	\$106,846
1	1	Freedman Foldaway Seat (double)		EA	\$1,224.06	\$1,224
1	13	Freedman Sport 2 Drivers Seat (if not standard)	Standard	EA		N/A
1	14	ADNIK Power Seat Base		EA	\$572.31	\$572
1	40	Braun NCL 1000 (1k lbs capacity lift)		EA	\$510.36	\$510
1	46	REI PA system (4 interior, 1 exterior ADA socr)		EA	\$645.02	\$645
1	84	Roof Vent		EA	\$368.97	\$369
1	86	Rear Tow Hooks		EA	\$241.04	\$241
1	102	Rear Backup Camera and Monitor		EA	\$541.33	\$541
1	110	REI - 4 Camera Surveillance (2T DVR)		EA	\$4,292.96	\$4,293
1	Unpublished Option	Exterior Graphics Installation	Per Attached Proof	EA	\$2,154	\$2,154
1	Unpublished Option	Move Driver Stanchion Back 4"		EA	\$0	\$0
1	Unpublished Option	Kubota Exterior Key Switch for Entrance Door	In Base	EA	\$0	\$0
1	Unpublished Option	Master Body Disconnect Switch Located in Battery Box		EA	\$0	\$0
Base Unit Cost						\$106,845.84
Ford Mobility Rebate:						\$1,000.00
Total of all Options:						\$10,550.06
Subtotal of Order:						\$118,195.90
ADA Non-Taxable:						\$14,453.00
CA/ACT Administrative Fee						\$1,772.94
8/12/22 Pricing						
Registration/DMV						\$58.00
CA Tire & Battery Fee (\$1.75 per tire & \$2.00 per battery)						\$14.50
Ford Mobility Rebate:						-\$1,000.00
Delivery Zone #2:						\$4,255.26
Sales Tax @ 10.25%						\$10,967.31
TOTAL						\$134,263.91
QUANTITY:						1
GRAND TOTAL						\$134,263.91
Sales Tax Base Reduction for ADA/Mobility Equipment & Transport: \$14,453.00						
Sales Tax Subject to Change at or near Delivery						
Delivery Estimate 10/1/24 ARO						
Davey Coach is legally committed to the warranty and product specifications in reference of Section 12 Warranty and to Section 8 – Product Specifications						
Signature		Signature		Date		
Comer Hobbs - Davey Coach Sales						
Print Name		Print Name				
		City of South El Monte				
		AGENCY				



NOTES

FILE NAME: 231121-A1_FD29_RLD_16 FW SEATS_1 DBL FOLDAWAY_2 WC

CONTACT TURTLE TOP AT 800-288-3105 FOR DATE 11/21/2023
 AVAILABILITY OF THIS FLOOR LAYOUT IF
 DRAWING DATE HAS EXCEEDED 90 DAYS.

☒ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY
 W/ WHEEL WELLS

THIS DRAWING
 AND THE
 INFORMATION
 CONTAINED
 THEREON ARE
 THE EXCLUSIVE
 PROPERTY OF
 TURTLE TOP AND
 SHALL NOT BE
 COPIED OR
 REPRODUCED IN
 ANY MANNER
 WITHOUT OUR
 WRITTEN
 CONSENT.

DRAFTSMAN NOTES:

TURTLE TOP BODY MODEL
TERRA TRANSIT

OVER ALL LENGTH
25' 8.5"

CHASSIS MODEL
FORD E450

QUOTE NUMBER
221121-A1

AND

ORIG.

DNS

DIMENSIONING TOLERANCE = $\pm .3"$

OVER ALL WIDTH
208"

CHASSIS FUEL TYPE
GAS

CHASSIS GVWR
14,500 lbs

QUOTE
221121-A1



TURTLE TOP
 "To furnish the customer the best mid-sized
 bus in the industry in both quality of material
 and workmanship."





Warranty Documentation

Turtle Top



Division of Independent Protection Co., Inc.
67819 State Road 15, New Paris, Indiana 46553
Phone: 800-296-2105

LIMITED COMMERCIAL WARRANTY

SECTION 1: WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "Turtle Top") warrants to the original retail purchaser that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, Odyssey XL and Terra Transit unit extends FIVE (5) years from the date when the unit is delivered to you or until the unit has been driven 100,000 miles, if sooner. If vehicle is purchased based on a DOT specification requiring custom warranty, that warranty declaration issued with the BID prevails.

SECTION 2: WHAT DOES THIS WARRANTY NOT COVER?

Defects in the aesthetics or physical appearance of the unit over time. Deterioration due to normal use, wear and tear, and exposure to the elements. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control. Defects in the products that have been repaired, altered or modified without our approval including added equipment. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our install of such parts and accessories. Repairs made necessary by reason of failure to follow recommended maintenance procedures.

SECTION 3: HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period AND WITHIN (10) DAYS OF THE FAILURE. Only Turtle Top or the Selling Distributor has the authority to approve warranty service. You must make the unit available for examination at the distributor if requested. Additionally, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

SECTION 4: WHAT INFORMATION DO I GIVE MY DISTRIBUTOR?

You must provide the vehicle body number, located in the driver door jamb on the federal identification sticker and/or the VIN as well as the mileage at the time of the incident.

SECTION 5: WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part or assembly covered by this warranty.

SECTION 6: WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the selling distributor or service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. Repair or replacement of defective parts or assemblies is the sole remedy under the warranty. Turtle Top will not be held liable for damages incurred by failure to follow the terms of this warranty.

SECTION 7: WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

This written warranty is made in lieu of any and all other warranties, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE. This written warranty constitutes the entire agreement between you, the original vehicle owner and Turtle Top. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit. Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

SECTION 8: INSTRUCTIONS TO THE SELLING DISTRIBUTOR?

It is the responsibility of the selling distributor, at the time of sale, to inform the customer of the terms of this warranty and assign the designated service facility to obtain warranty service.

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties. *We do however ask all our partners to match the terms of our warranty expressed in Section 1.*

In the following cases listed below these companies choose to work directly with the selling distributor to handle warranty involving their product. To expedite the coverage process, the selling distributor is required to contact the following manufacturers individually to obtain parts and service.

- 8.1 The following companies' AC systems are installed in Turtle Top Buses. Identify the appropriate manufacturer by the install sticker under the hood and provide your unit # or VIN to the warranty department of the following: (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247
- 8.2 The following paratransit lifts are installed in Turtle Top Buses. Identify the appropriate manufacturer on the lift and identify your unit by VIN to the warranty department of the following: - (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884

If the partners listed above indicate warranty coverage does not match the terms of this document contact Turtle Top Customer Service at (877)-4-BUSAID.



Issued to:

Date Issued:

Turtle Top Body Number:

Chassis VIN:

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warrantied for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.


altro

Warranty Form

Altro transport flooring

To register your product warranty under the terms of Altro's North American Limited Product Warranty, complete the form, save and email to transport@altrofloors.com or you can choose to print and mail or print and fax.



Altro makes no warranties, whether express, implied or statutory, other than the warranty that the Altro flooring products sold by Altro are free from defects in materials and workmanship with normal use and service within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

This warranty is the sole and exclusive warranty provided by Altro and is in lieu of any other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and signed by an officer of Altro.

All statements, technical information and recommendations concerning products sold or samples provided by Altro are based upon tests believed to be reliable but do not constitute a warranty.

All products are sold, and samples of products provided, with the understanding that buyer has independently determined the suitability of such products for its purpose.

Term of warranty

All Altro flooring products are sold with an extensive limited product warranty.

The length of warranty is defined by the manufacturing process, the thickness of the product and the expected traffic conditions for the specific flooring product.

Under normal use and service, Altro flooring products are warranted to be free from defects in materials and workmanship within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

Listed below are the terms of warranties for Altro transport flooring products



10 YEARS

.086" (2.2mm) Altro Transflor Wood
.079" (2.0mm) Altro Transflor Figura,
Altro Transflor Tungsten, Altro Transflor
Zodiac Smooth



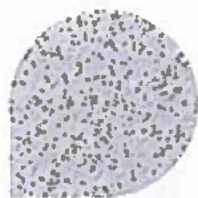
12 YEARS

.086" (2.2mm) Altro Transflor Meta,
Altro Transflor Chroma



15 YEARS

.106" (2.7mm) Altro Transflor Meta,
Altro Transflor Chroma, Altro Transflor
Figura



WHAT TO DO IN CASE OF A PROBLEM: Buyer must contact the contractor who installed the product upon discovery of a problem with a product. If the contractor is unable to remedy the problem and Buyer believes the problem is covered by the warranty provided herein, or Buyer is dissatisfied with the contractor's response, Buyer must notify Altro in writing by certified mail of any failure to conform to this warranty within the specified term (see Term of warranty section) after the installation date and within thirty (30) days after the claimed defect first arises. Mailing address is on the next page.

Buyer must retain all information and documents related to the problem until the matter is resolved. After Altro is so notified, Altro reserves the right to have an authorized Altro representative inspect and verify the defect. On receipt of notification, Altro shall correct any product that Altro determines is defective in materials or workmanship by, at its option, repairing the defective product or replacing such product from regular inventory product lines.

EXCLUSIVE REMEDY

Correction of non-conformities, in the manner and for a period of time provided on previous page, shall constitute fulfillment of all obligations and liabilities of Altro to Buyer relating in any way to the problem. The remedies set forth in this instrument are exclusive and represent Buyer's sole remedy. Altro shall not be liable for special, indirect, consequential or incidental damages of any kind. Any action for breach pursuant to this warranty must be commenced within one year after the cause of action has occurred.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province. Some states or provinces do not allow limitations on how long an implied warranty lasts and they do not allow the exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you.

WHAT IS NOT COVERED

These limited warranties do not cover:

- (i) any problems with Altro flooring products classified as irregulars, seconds or remnants sold "as is";
- (ii) problems due to improper installation or maintenance, or misapplication of maintenance materials, which are not in accordance with Altro's written instructions;
- (iii) damage in use due to cuts, rolling loads, gouges, punctures, stains, scratches, scuffs, cigarettes or other burning agents, discoloration caused by adhesives, maintenance materials or tracking residue from other surfaces, or any other improper misuse of or negligence or accident in connection with the product;
- (iv) problems due to moisture, alkali or hydrostatic pressure in the subfloor;
- (v) materials installed with visible defects or color variation and not disclosed by Buyer on installation;

- (vi) problems due to subfloor failures or irregularities;
- (vii) premature wear caused by defective, worn or dysfunctional casters or other mechanical applications; or
- (viii) labor or other costs resulting from removal and/or replacement of a product.
- (ix) a warranty that was submitted greater than 90 days after installation.

Email a completed copy to transport@altrofloors.com
or detach the form below and return to:

Altro - Transport division
12648 Clark Street
Santa Fe Springs, CA 90670
USA
T: 800.382.0333
F: 562.944.8720
transport@altrofloors.com



TRANSIT AUTHORITY: _____
ADDRESS: _____
CITY: _____ STATE/PROV: _____ ZIP/POST: _____

SPECIFYING AUTHORITY/CUSTOMER: _____
INSTALLATION DATE: _____ AREA TYPE: _____
PRODUCT: _____ QUANTITY (yds²/m²): _____
ROLL NUMBER: _____

WARRANTY RETURN INFORMATION

NAME: _____
ADDRESS: _____
CITY: _____ STATE/PROV: _____ ZIP/POST: _____
EMAIL: _____ TEL: _____
SIGNATURE: _____

Warranty #: _____
Date: _____
Signature: _____

THIS AREA TO
BE COMPLETED
BY ALTRO

Passenger Seats Limited Warranty & Sales Terms



WARRANTY:

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts are being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:

Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.



Standard 3-Year Unlimited Mile Warranty Statement

2900 County Rd 6 West Elkhart, IN 46514 Phone: 800 338 8544

6630 E Hwy 114 Haslet, TX 76052 Phone: 800 473 9914

715 Willow Springs Lane York, PA 17406 Phone: 877 228 4247

ProAir warrants each new ProAir system to be free from defects in workmanship and materials under normal use and service within the expressed time limits set forth herein its various components from the date of installation.

This limited warranty shall exclude and does not extend the following exceptions:

- A. Components or system that have been subject to misuse, abuse, neglect, accident and road hazard
- B. Components or systems that have been altered and modified from factory specifications.
- C. Damages resulting from components being replace with aftermarket parts not authorized by Bus Air.
- D. Damages resulting from failure to perform scheduled and regular maintenance.
- E. Components and or systems that fail due to improper installation, inadequate air or coolant flow.
- F. Components such as filters, belts, pulleys, tensioners, hoses, and other daily wear and tear parts.
- G. Incidental, consequential damages or commercial losses from any cause.
- H. Loss of refrigerant unless there is a direct cause or a defect covered by this warranty.

See Warranty Procedure for proper process to claim warranty.

The liability of the company under this Limited Warrantee is limited to repair or replacement of the end user without charge for the component(s) acknowledged by the company to be defective. Repair or replacement shall be at locations approved by ProAir. The liability of Pro Air under this limited warranty does not extend to travel time, mileage, towing charges, vehicle rental, lodging or chassis down-time while the equipment is not operational.

This warranty applies to components in the continental North America, Hawaii, Alaska and Puerto Rico.

Components outside the Continental North America, Hawaii, Alaska and Puerto Rico are limited to only to replacement parts during the Warranty period. **Unless otherwise authorized, labor will NOT be covered during the warranty period for components outside the Continental North America, Hawaii, Alaska and Puerto Rico.**

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. PROAIR SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.

Freightliner Customer Chassis Corporation (FCCC)



Bus Cab and Chassis — Commercial (Factory Released Prior to 05/01/2018)

Description	Coverage ¹	
	Time ²	Distance ²
Basic Vehicle	3 Years	50,000 mi/80 500 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Corrosion	6 Months	Unlimited
Cab Corrosion/Perforation	3 Years	50,000 mi/80 500 km
Cab Structure	3 Years	50,000 mi/80 500 km
Crossmembers	5 Years	100,000 mi/161 000 km
Diesel Emission 2010 ³	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	100,000 mi/161 000 km
GHG14 ⁴ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14 ⁴ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ⁴ Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Towing/Roadside Assistance ⁵	1 Year	Unlimited
Front Axle	3 Years	36,000 mi/58 000 km
Rear Axle	3 Years	36,000 mi/58 000 km
Transfer Case	3 Years	36,000 mi/58 000 km
Transmission	3 Years	36,000 mi/58 000 km
Detroit Front Axle (File Direct)		
Pre-Model Year 2011 ⁶	3 Years	36,000 mi/58 000 km
Post-Model Year 2011 ⁷	3 Years	Unlimited
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 ⁶	3 Years	36,000 mi/58 000 km
Post-Model Year 2011 ⁷	3 Years	Unlimited

¹Coverage may vary; check vehicle's actual warranty coverage online via OWL's Coverage Info/Check Coverage screen.

²Time or distance, whichever comes first

³Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁴Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's Coverage Info/Check Coverage screen for coverage listed as "GHG14..."

⁵Up to a maximum of \$450 per occurrence

⁶Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

⁷Bus & Chassis - Custom Chassis: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.

This coverage may be superseded without notification.

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Effective: 05/01/2018

Warranty Statement

1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Descriptions for standard warranty coverages by make and model. Additional coverage may apply, verify actual coverages with your local dealership for specific vehicle warranty.

1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.3 Limitations

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER

WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE

TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

AERODYNAMIC WHEEL COVERS

Aerodynamic wheel covers are excluded from coverage under this Warranty.

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24,000km) for all Daimler Trucks North America LLC vehicles except for Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from date of in-service.

These items are:

- Antennas
- Ashtrays
- Belts
- Brake Linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables

- Windshield washer nozzles
- Wiper arms and blades (TBB makes – wiper blades only)

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricant

CORROSION

A detailed list of exclusions for CORROSION is listed under Warranty Coverage Descriptions.

DAMAGE

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob[®] Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary engine components can be filed through DTNA.

EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

FIFTH WHEELS

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

GLASS, MIRRORS, LENS

Glass, mirror, or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

MODIFICATIONS TO ORIGINAL EQUIPMENT

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

PAINT

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
 - Underside of the hood, including the inside of the wheel wells
 - Underside of the roof-mounted air fairings
 - Underside of the exterior sun visor
 - Inside of the side-mounted air fairings
 - Inside of the bumper
 - Aftertreatment devices

Gloss

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (identified in the Data Books) will not be covered under this Warranty.

SHIP LOOSE ITEMS AND COMPONENTS

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
- Antennas
- Fire extinguishers
- Trailer air hoses
- Trailer electrical cables
- Winter fronts
- Tire inflation hoses
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

Daimler Trucks North America has established a Roof Fairing Removal program in order to reduce transport related damage. The Transporter will remove the fairing during the decking process and secure the fairing on the frame rail of the unit. Benefits for this program include fewer units towed in reverse and an overall improved delivery process.

Some units will continue to be received with the fairing collapsed. It is the Dealer's responsibility to mount these fairings correctly. Claims for mounting of these collapsed fairings will not be covered under warranty.

Those units received with the fairing removed, DTNA warranty will reimburse for the re-installation of the roof fairing prior to delivery to the end customer.

If vehicle is drop shipped directly to customer:

Transporter notifies customer that roof fairing has been removed for transport and arranges for re-installation prior to or at delivery.

- If customer has facilities for re-installation of roof fairings, then fairings will be re-installed at final delivery location.
- If customer does not have facilities to re-install fairings, transporter will arrange with nearest authorized DTNA dealership to have fairings re-installed and shuttle units to customer location at no additional cost to our customer.

TRANSMISSIONS

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

The Detroit DT-12 Transmission is not covered under this Warranty. Please see www.ddcsn.com for coverage details.

ROUTINE MAINTENANCE

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner, Sterling, Western Star	Up to 15,000 miles/ 24 000 km
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis ^a	Up to 6 months from date of in-service

^a TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror

mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.

- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's routing standards will not be paid under warranty during or after the initial operating period.
- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

Coverage Descriptions

Axles

Coverage includes all factory-installed front axles; rear axles; steer axles; drive axles; tag axles; and pusher axles. Detroit axles are warranted directly through Detroit. *Excludes any axle installed by a dealer or body builder.*

Detroit Axle(s)

All warranty inquiries and claims are filed directly to Detroit Axles. Please see www.ddcsn.com for specific coverage details.

Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Front Axle(s)

Coverage is for non-Detroit front axle(s) only. Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpin bearings, and steering arms. *Excludes tag axle(s), pusher axle(s), wheel end equipment, steering linkage components, driveline(s), U-joints, and kingpin bushings/kingpin seals.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Rear Axle(s)

Coverage is for non-Detroit rear axle(s) only. Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes tag axle(s), pusher axle(s), suspension and torque rod brackets, wheel end equipment, wiring yokes, driveline(s), U-joints, and attaching hardware.*

Steer Axle(s)

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery

Coverage includes Alliance Brand Batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed APU battery assemblies. *Excludes non-*

Alliance Brand batteries, battery cables, battery mounting box and hardware.

Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- *Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)*
- *Surface rust caused by chips or scratches in the paint or chrome surfaces*
- *Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds*
- *Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.*

- *Corrosion caused by acid rain or other industrial fallout*
- *Corrosion due to improper prevention measures during storage or use*
- *Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)*
- *Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature*
- *Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance*

Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

GHG14*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.

*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

GHG14 Tire*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims for failures under this coverage are filed directly to the tire manufacturer.

*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

Glider

An incomplete vehicle which may be ordered with or without engine and/or major drivetrain components; warranty coverage includes all components as specified in the specific build specification.

Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior for repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the PDCs due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, DC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

Off Road On-Site Assistance

Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)

Paint coverage *excludes* lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Body Paint

Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis (Chassis Paint)

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes* U-joints and any damages to the paint or painted surface such as chips and scratches.

Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes* broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.

Transmission

Coverage does not include Allison transmissions, Detroit transmissions, or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes* broken synchronizer pins, PTOs, airlines, gauge, gauge senders, yoke(s), clutch assemblies, clutch and clutch control components including clutch brake, driveline(s), and U-joints.

Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjusters, and attaching hardware.

Cummins Warranty

**All Engines Worldwide All Bus (Except U.S./Canada Diesel Powered
School Buses)**

Coverage

Products Warranted

This Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines sold by Cummins and delivered to the first user on or after January 1, 1999, that are used in all bus categories Worldwide (except U.S./Canada diesel powered school buses).

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends two years after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under the Base Engine Warranty.

Extended Major Components Warranty

The Extended Major Components Warranty applies to all Engines except B and ISB Series Engines and covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft, connecting rods and Cummins fan clutch (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 300,000 miles (482,804 kilometers) or 10,800 hours of operation, whichever occurs first, after the date of delivery of the Engine to the first user.

Emission Warranty

Additional Coverage is outlined under the Emission Warranty.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

During The Base Engine Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable cost for towing a disabled vehicle, or where mandated by local legislation, to the nearest authorized repair location when caused by a

Warrantable Failure. In lieu of towing expense due to a Warrantable Failure, Cummins will pay reasonable cost for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

During The Extended Major Components Warranty

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner Responsibilities

During The Base Engine Warranty

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

During The Extended Major Components Warranty

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during the repair.

During The Base Engine And Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the Base Engine Warranty, the Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, fines, cargo damage, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017/2021	max. 15 parts per million
EPA Tier 4 Interim / Final / Stage V in North America	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
EU Stage IV 2011	max. 15 parts per million
EU Stage V	max. 10 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Excessive oil consumption for B Series Engines is covered for the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are covered for the first year from the date of delivery of the Engine to the first user.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Emission Warranty

Products Warranted

This Emission Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines marketed by Cummins that are used in the United States* or Canada in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after January 1, 1999.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This

damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017/2021	max. 15 parts per million
EPA Tier 4 Interim / Final / Stage V in North America	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
EU Stage IV 2011	max. 15 parts per million
EU Stage V	max. 10 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



Cummins Inc.
Box 3805
Columbus, IN 47202-3805
U.S.A.

Bulletin No. 3381278
Printed in U.S.A. Rev 3/20
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ROADSIDE ASSISTANCE

FOR COMPLIMENTARY HELP CALL 1-800-241-3673

Quick access to the information below will get help to you faster. Know your vehicle's mileage and specific location.

NAME _____

VIN _____

Roadside Assistance services are available from the warranty start date and last for 5 years or 60,000 miles, whichever comes first.

ROADSIDE ASSISTANCE

FOR COMPLIMENTARY HELP CALL 1-800-241-3673

Quick access to the information below will get help to you faster. Know your vehicle's mileage and specific location.

NAME _____

VIN _____

Roadside Assistance services are available from the warranty start date and last for 5 years or 60,000 miles, whichever comes first.



July 2019
Eleventh Printing
Roadside Assistance Card
Litho in U.S.A.

ROADSIDE ASSISTANCE

FLAT TIRES

It does seem that today nobody gets a flat tire, but what if you did? Roadside Assistance will change your tire for you. Tire change service requires the customer to have a usable spare tire.

DEAD BATTERIES

Sure, even a good battery can go dead for one reason or another. Roadside Assistance will give your vehicle the jump-start it needs.

LOCK OUTS

It's embarrassing, but it happens. We'll get you back in, fast... and it's free. Key replacement cost is the customer's responsibility.

TOWING

Your car's not working... and you don't know why. Just make the call and we'll be there. Warranty Towing, Non-warranty Towing and Collision Towing are available.

FUEL DELIVERY

You ran out of gas with no fuel station in sight. We'll bring the gas to you FREE. Limited to two, no-charge occurrences within a 12-month period. For the amount provided, please see your Owner's Manual.

TRAILERS

If your vehicle requires towing while hauling a trailer, Roadside Assistance provides coverage for towing up to a maximum per event. Please see your Owner's Manual for details.

WINCH OUT

If you should get stuck we'll pull you out (limited to events occurring within 100 feet (30 m) of a paved/county-maintained surface). Does not include winch out from standing water (recoveries).

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits.

For further details, call 1-800-241-3673.



DW7J19328 AA

ROADSIDE ASSISTANCE

1-800-241-3673

24 hours a day, 7 days a week

Ford Motor Company gives you peace of mind with the complimentary Roadside Assistance Program. Services are available from the warranty start date and last for 5 years or 60,000 miles (100,000 km), whichever occurs first.

Roadside Assistance is honored throughout the 50 states, Puerto Rico and Canada.

Towing services are available to any qualified Ford or Lincoln dealer within the distance limits stated in your Owner's Manual.

If you're out of warranty coverage but need Roadside Assistance, you can still access the service you need by paying a one-time fee.

For additional information please visit: <https://owner.ford.com/service/roadside-assistance.html>

ROADSIDE ASSISTANCE

1-800-241-3673

24 hours a day, 7 days a week

- Towing
- Battery Jump-Start
- Fuel Delivery
- Lock-out Assistance
- Flat Tire Change
- Winch Out
- Other Roadside Services



ROADSIDE ASSISTANCE

1-800-241-3673

24 hours a day, 7 days a week

- Towing
- Battery Jump-Start
- Fuel Delivery
- Lock-out Assistance
- Flat Tire Change
- Winch Out
- Other Roadside Services



For future quick reference, enter your vehicle information on the back of your Roadside Assistance Card and place it in your wallet.

2021 Model Year **Ford** Warranty Guide

(Except F-650/750 and Electric Vehicles)

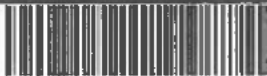


owner.ford.com



ford.ca

Jul. 2020
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Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	In Canada:
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) TDD for hearing impaired 1-888-658-6805 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	In Puerto Rico:
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607-7070
TEL: 773/936-5000 FAX: 773/936-5001
WWW: WWW.CHEM.UCHICAGO.EDU

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2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 38 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2021-model car or light truck. If you bought a previously owned 2021-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 19-36).

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2021-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

3. The New Vehicle Limited Warranty for your 2021-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 19-35. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

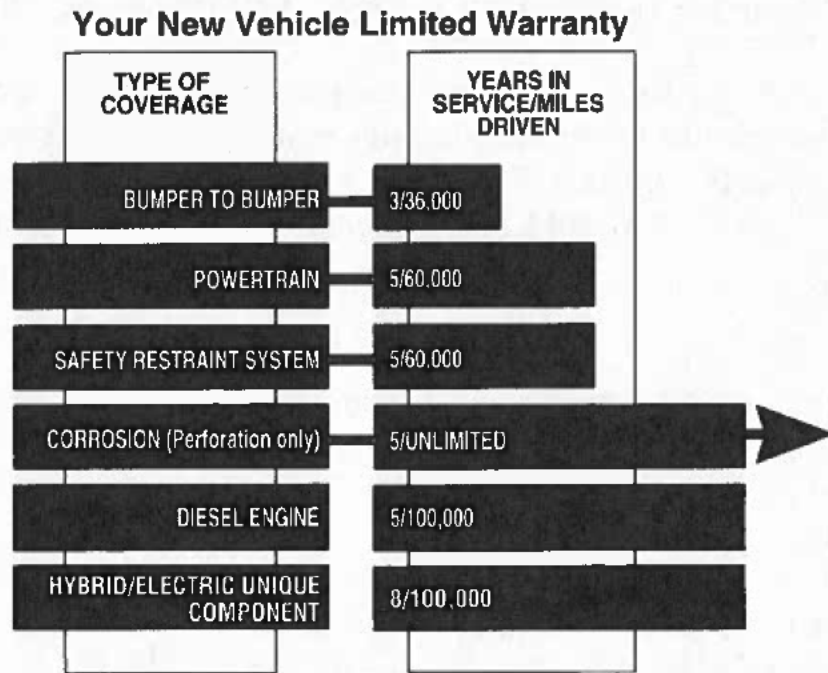
For more information regarding the BBB AUTO LINE program, see page 38 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 9-13)
- ➔ **What is Not Covered?** (pages 13-16)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 13-16. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to

the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, front bearings, seals and gaskets, universal and constant velocity joints;

Rear-Wheel Drive: axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints.

Four-Wheel/All-Wheel Drive: axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust

manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss

The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 19-35.

If you own or lease a 2021-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

Over the Air (OTA) Updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by an OTA update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company

- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - obsolescence of vehicle software or hardware
 - lack of network coverage or availability

- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 40)

- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.
- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

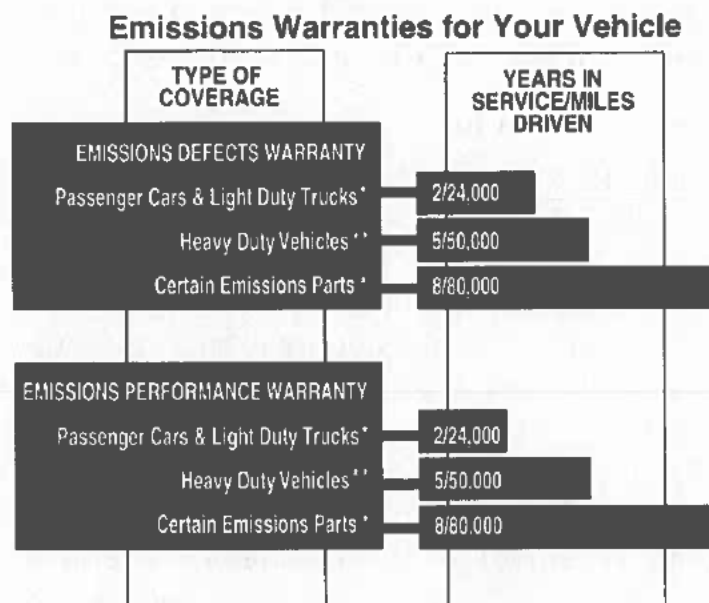
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)

** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- ➔ **Emissions Defect Warranty** (page 20)
- ➔ **Emissions Performance Warranty** (page 21)
- ➔ **What is Covered?** (pages 22-24)
- ➔ **What is Not Covered?** (page 24)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 22-24.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.
 - **Only for HDVs not designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
 - **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Battery Energy Control Module (BECM)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Heating Element of Back Window (3.0L diesel F-150 only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold

- | | |
|---|--|
| • Intercooler Assembly - Engine Charger | • Onboard Charger (Plug-in Hybrid vehicles only) |
| • Inverter System Controller (Plug-in Hybrid vehicles only) | • Secondary Air Injection System |
| • Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only) | • Spark Control Components |
| • Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only) | • Spark Plugs and Ignition Wires |
| • Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System | • Thermostat |
| • Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only) | • Throttle Body Assembly (MFI) |
| • Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only) | • Transmission Assembly (Plug-in Hybrid vehicles only) |
| • PCV system and Oil Filler Cap | • Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only) |
| | • Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only) |
| | • Transmission Control Module (TCM) and Solenoids |
| | • Turbocharger Assembly |
| | • Vacuum Distribution System |

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 13-16.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov**

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 19).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	5/50,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS.* and under)	3/50,000
TRANSITIONAL ZERO EMISSION VEHICLES (TZEIV)****	15/150,000
DEFECTS AND PERFORMANCE WARRANTY****	

* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 pounds GVWR).

*** Refer to your Vehicle Emission Control Information label for emissions certification information.

**** Except for the high voltage battery, which is covered for 10 years or 150,000 miles (whichever occurs first).

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state¹ that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

¹ Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine and Pennsylvania.

Vehicles Eligible for California Transitional Zero Emission Vehicle (TZEV) Emission Warranty Coverage

California Transitional Zero Emissions Vehicle (TZEV) extended emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state** that has adopted and is enforcing California TZEV emissions warranty regulations applicable to your vehicle at the time of repair, and
- Your vehicle is certified as a TZEV in California as indicated on the vehicle emission control information label.

**Subject to change, the following states have adopted and are enforcing California TZEV emission warranty regulations:

California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island, Oregon and Vermont (NOTE: Delaware, Pennsylvania and Washington did not adopt the California TZEV emission warranty; standard California emission warranty coverage applies to all emission components.)

For full details about coverage under California requirements for emissions control, see:

- ➔ **Defects Warranties** (pages 28-34)
- ➔ **Performance Warranty** (pages 28-30)
- ➔ **What Is Covered?** (pages 31-33)
- ➔ **What Is Not Covered?** (page 33)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2021-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 28-30, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (whichever first occurs):

If a high-priced emissions-related part is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system **DEFECTS WARRANTY**.

For a list of the high-priced emission-related parts that are covered for 7 years or 70,000 miles, go to www.owner.ford.com / Owner Manuals. Select the list that corresponds to the model and the model year of your vehicle. NOTE: This list is vehicle specific and may not be the same for all vehicles. It is based on the replacement cost of each specific part, which can vary between vehicle lines.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

For Vehicles Eligible for California TZEV Emission Warranty Coverage

Except as noted below, for 15 years or 150,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

NOTE: The TZEV warranty period for the high-voltage battery is 10 years or 150,000 miles (whichever first occurs).

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**California Air Resources Board
9528 Telstar Avenue
El Monte, California 91731**

WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Battery Energy Control Module (BECM)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Heating Element of Back Window (3.0L diesel F-150 only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger

- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV System and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 13-16.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost or repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 38.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, **THIS WARRANTY IS EXPRESSLY INSTEAD** of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.**

9. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect. Ford Protect service contracts are backed by Ford Motor Company or Ford Motor Service Company. Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect from any Ford Motor Company dealer or see our website at fordprotect.ford.com. There are several Ford Protect plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 3,200 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Ford Protect coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

**BBB AUTO LINE
3033 Wilson Boulevard, Suite 600
Arlington, Virginia 22201**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

**Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126**

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.



Product Specifications

Turtle Top



Mr. Joe Meer
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

RE: Product Specifications – Turtle Top

Mr. Meer:

Class A-C & E in this solicitation are extremely competitive as there are numerous manufacturers in the commercial paratransit bus market. Turtle Top offers several features that are extremely unique to the marketplace and we feel will be extremely valuable to the end users who purchase from this contract.

1. America's oldest bus manufacturer with 59 years in the commercial bus marketplace
2. Full 6-sided roll cage and full primer on every vehicle
3. Standard ¾" Coosa composite flooring
4. 5yr/100k mile warranty
5. Composite exterior panels
6. 76" or 80" interior headroom (flat floor and standard floor)
7. All wiring and connectors are machine terminated and all electrical is plug & play
8. All electrical and HVAC are run inside the unit
9. Water testing of every unit for 22 minutes at 200gal/minute in purpose-built chamber with 90 nozzles

Regards,

A handwritten signature in blue ink, appearing to read "George Altevogt", is written over a horizontal line.

George Altevogt
Government Sales Representative
Davey Coach Sales, Inc.
424-901-3301 (mobile)
georgea@daveycoach.com

Vehicle Specifications

Make: Turtle Top

Model: Terra Transit



TERRA TRANSIT - LD

Chassis Specifications

Section 1

1.1 The Terra Transit-LD is built on the Ford Motor Company Transit T-350 chassis.

Standard Equipment – Ford Transit Chassis: Shuttle Bus Package w/XL Trim

GVWR Capacity :	11,000 lbs.
Engine – Gas:	3.5L PFDI-V6 and 3.5L ECO-BOOST
Alternator - Gas:	250 amps
Batteries:	Dual Heavy Duty 70 amp-hours each Absorbed Glass Mat
Suspension/Shocks:	Front – Independent MacPherson-strut, Stabilizer Bar Rear – Leaf Springs, Heavy-Duty Gas Shock Absorbers
Fuel Capacity:	25 Gallon Tank, Midship Fuel Tank with Capless Fuel Fill
Tires:	205/75R16C BSW All Season
Wheels:	16" Steel Silver
Brakes:	4-wheel Anti-Lock Disc Brakes
Exterior Mirrors:	Dual Power Heated with Turn Signals and Driver Large Head Long Arm Mirror
Security:	Remote Keyless Entry
Safety:	Driver and Front Passenger Air Bags with Passenger-side Airbag Cut-Off Switch

1.2 Other Equipment Items – Cruise Control with Message Center (Full Trip Computer and Engine Hour Meter), 50 State Emissions Compliant, A/V Jack, Tilt and Telescoping Steering Wheel, Power Rack and Pinion Steering, 2 Wheel L/H Rear Drive, 3.75 Axle Ratio, AM/FM Radio with Bluetooth, Dual USB Ports, 2 Front Speakers, Halogen Head Lamps with Day Time Running Lights, Power Door Locks
Power Front Windows with One Touch Up and Down, Key Fob, Molded Headliner above Windshield and Sun Visor, Exterior Upgrade Package: Chrome Grille, Grille Surround, and Chrome Headlamp Trim, Auxiliary Fuse Panel, Frame Rail Extension Adapters, Single Note Electric Horn, Center Stack Console with Integrated Shifter
Driver and Front Passenger Manual Reclining Bucket Seats with Adjustable Headrests and Inboard Armrests, Manual 2-way Driver Seat Adjust

1.3 OEM tires are retained on the chassis. Vehicle's tires are inflated with nitrogen prior to leaving the factory. Nitrogen maintains tire pressure longer, uses less fuel and tires run cooler on nitrogen compared to compressed air. A front-end alignment must be chosen on the order form or performed by the dealer to meet QVM specifications.

Steel Frame Construction

Section 2

2.1 Steel frame construction consists of 11-gauge "U" shaped mounting rails that span the OEM chassis frame. 2"x3" 16-gauge tubes are spaced across the mounting rails and extend the full width of the body at approx. 22" intervals to form cross members.

2.2 The body is mounted to the OEM chassis frame rails at specified bolting locations per QVM guidelines.

2.3 A drive shaft guard is welded at each drive shaft joint to the frame rails to lessen or eliminate the whipping action caused by a loose drive shaft in the event of a failure.

2.4 18-gauge galvanized steel heat shields are installed per Ford Qualified Vehicle Modifier (QVM) specifications to protect the body and OEM components from heat directly above the exhaust.

2.5 The vehicle will be equipped with a heavy-duty, corrosion resistant exhaust system. Attachment is through exhaust hangers and clamps attached to the component body. Routing configurations will vary depending on order content. The exhaust system meets OEM emissions requirements.

Steel Sidewall Construction

Section 3

3.1 The sidewall construction consists of vertical 1" x 2" x 16-gauge steel wall tubes welded to a 1" x 3" x 16-gauge horizontal steel tube at the top and a 1" x 1" x 16-gauge steel tube at the bottom.

3.2 The window frame is completed by adding 1"x1" and 1"x2" 16-gauge tubes welded between the wall tubes and completed with pre-formed 1" x 18-gauge steel straps form the window radius corners.

3.3 Rolled 50,000 PSI 11-gauge steel seat track is welded to the 16-gauge steel tubes below the window openings. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

3.4 The entire sidewall assembly is welded to the 2" x 2" x 11-gauge perimeter floor angle.

3.6 The rear wall construction framework consists of welded 1" x 1" x 16-gauge steel tubing and 1" x 2" x 16-gauge steel tubing which includes openings for a rear egress window or optional rear door(s).

Steel Roof Construction

Section 4

4.1 Attached to the top sidewall rail construction are formed roof bows. These are made of 1" x 1" x 16-gauge steel, formed to match the roof contour. The roof bows are welded to the 1" x 3" x 16-gauge top sidewall tubes from front to rear of the body assembly. Additional 14-gauge steel plate is welded front to back in strategic locations to provide additional strength.

4.2. There is a double bow at the front and rear of the cage assembly forming a front and rear support beam to provide additional support.

Floor Construction

Section 5

5.1 The floor framework is constructed of a perimeter of 2" x 2" x 11-gauge steel angle. This angle boxes each side of the floor, and is welded to the end of each cross-member. The wheel well sections are made with 14-gauge steel plate.

5.2 A 1" x 4 1/2" x 1" x 14-gauge steel channel is inverted and runs the full length of the floor approximately 29" in from both the driver side and passenger side. This channel is placed on the centerline of the seat track position for seat frame attachment. Rolled 50,000 PSI steel seat track is welded to these channels every 4", staggered per side. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

5.3 A 3/4" x 2" x 3/4" x 14-gauge steel channel is inverted and runs the full length of the floor to support the passenger aisle. This channel is also welded longitudinally between each frame rail, where necessary, to give added support to the flooring material. Additional steel plate may be added for vehicles requiring floor supported hardware in use for options. Additional support may also be needed for perimeter mounted seating and paratransit equipment and luggage equipment.

5.4 The entrance door step pan assembly consists of an 11-gauge steel step pan treads and risers with steel front and rear 14-gauge side jamb panels braced with 1" x 2" x 16-gauge steel tubing and a steel door header plate.

5.5 The steel floor framework is overlaid with Coosa BW20 3/4" Composite Panel flooring (high density, closed-cell polyurethane foam reinforced panel with woven roving

and continuous strand fiberglass). The panel is cut to width in order to reduce seams and tongue and groove routed prior to installation. The panel is attached to the floor structure with a ¼" bead of industrial adhesive applied to the surface of all steel structures. Additionally, bugle head screws are placed at a minimum of every 12" along all edges and within the floor decking. The composite panel joint is sealed using floor filler compound and sanded.

5.6 At the end of the construction process when all components have been attached to the underside of the floor, the perimeter joints and all other joints are sealed with expanding-type foam resin sealant prior to undercoating.

Cage to Body Mounting

Section 6

6.1 The steel cage construction is attached to the cab using OEM specified fasteners and locations per QVM guidelines.

6.2 A channel floor assembly is attached to the component body floor. This assembly is a 2" x 2" x 11-gauge steel angle designed to join the component body floor and cab. Attachment to the floor of the cab is accomplished through "huck" rivets and angled welded support tubes.

External Body

Section 7

7.1 Crane Composites Nobel® Select Exterior Sidewall Panels are used for the external body. The composite material is a high gloss, exterior, gel-coated panel with UV protection and environmental properties. The external body consists of one continuous panel from the roof line to the bottom of the skirt, which reduces seams in the exterior.

7.2 Before the body panels are attached to the steel cage construction after the primer has been applied and dried, a ¼" V-bead of high-strength bonding adhesive/sealant, is applied to the steel cage to bond the composite panel to the steel. After the adhesive is applied, the composite panel is attached to the steel cage construction and secured with 1/8" pop rivets along the perimeter of each panel. After the body panels are secured in place the window openings are routed out and removed. A drip rail gutter, the length of the sidewall body panel, is added with waterproof rivets above the window cutouts.

7.3 The sidewalls are insulated with closed cell foam 1" type #1 density EPS expanded polystyrene. The insulation provides high-quality sound deadening and temperature control properties.

7.4 The skirting area is framed on the backside of the skirt with 1" x 1" 16-ga steel tubes and 2" x 2" steel angle. A 2" aluminum retainer trim is screwed into place with exterior perimeter fasteners separating the wall from the skirt area. A cosmetic paintable vinyl seal trim covers the retainer trim and fasteners.

7.5 Wheel flares are made of white TPO paintable material attached with high strength adhesive/sealant and rivets.

7.6 The front cap is constructed of durable reinforced fiberglass and is a one-piece assembly, built for strength. The cap is attached to the vehicle cab and the roof bow assembly with high strength adhesive and 1" aluminum retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal. The transitions (from body to cab) are attached in the same method and bolted to the roof cap.

7.7 The rear cap is constructed of durable reinforced fiberglass is a one-piece assembly, built for strength. It is attached to the rear wall and cage assembly with high strength adhesive and 1" retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal.

7.8 The body roof is a one-piece Flex Roof commercial Roof Membrane. The roof membrane follows the curve of the roof bows and overlaps the top of the sidewalls. This seamless one-piece roof design minimizes the potential for leaks.

Bumpers and Mud Flaps

Section 8

8.1 The vehicle is equipped with the chassis manufacturers' standard front bumper.

8.2 The standard rear bumper is a heavy-duty powder coated steel assembly. Mounting is achieved through steel bracket assemblies attached directly to the vehicle frame extension. A rear Romeo RIM HELP® bumper is available as an option.

8.3 The vehicle is supplied with Turtle Top rear mud flaps installed with supports.

Ceiling and Sidewalls

Section 9

9.1 The interior ceiling and sidewalls are finished with reinforced fiberglass panels. They are a light weight, thermoplastic composite sheet comprised of fiberglass and polypropylene resin which is formaldehyde free. The panels are durable, bright white, reinforced plastic material with a "pebbled" embossed surface. It's cleanable, and stain and scratch resistant. The ceiling is adhered to the interior surface of the roof bows using 3/8" rivets at each ceiling bow. The sidewalls are one-piece sections from the top header tube to the top of the wall seat track and the sidewalls are adhered to the interior surface with rivets at the top and bottom of the sidewalls into the wall bows.

9.2 Standard floor covering is covered up the sidewall to the bottom of the wall seat track (if bus style seats are installed) forming a seamless transition from the wall to the floor of the bus reducing water intrusion during cleaning.

9.3 Optional ceiling and sidewall materials consist of vinyl or limo cloth. Also available is an antimicrobial vinyl covering the ceiling and sidewalls which reduces the risk of contamination from bacteria and fungus.

Floor Covering

Section 10

10.1 Industrial contact adhesive is applied to the composite panel sub-flooring and black industrial grade Altro® flooring prior to mating the flooring to the sub-floor panel. The flooring material is cut to width to reduce seams and is covered up the side wall and back wall extending up to the seat track. Additional colors of flooring are available from the Altro® brand.

10.2 The entrance step-well treads and risers match the floor covering material and include color contrasted metal reinforced step tread nosing edges. The step nosing is installed with adhesive and #8 x 3/4" zinc screws. Step tread coverings are covered up the riser for a cleaner look and eliminating additional seams.

Stanchions, Grab Rails and Barrier Panels

Section 11

11.1 The stanchions and grab rails are manufactured from 1 1/4" OD high grade, low carbon type 304 stainless steel tubing. Where possible, the stanchions are bent or welded to eliminate fasteners. An angled hand rail is installed at the left of the entrance door. Additional entry grab handles and ceiling overhead grab rails are available as well as colors and covers.

11.2 Modesty barrier panels are standard on the passenger side just rearward of the entrance door. The modesty barrier panel is made of stanchion material and vinyl/fabric covered foam padded 1/2" plywood. The driver's side modesty panel is optional and can include an optional plexiglass driver barrier shield.

11.3 All stanchions, grab bars, passenger assist devices, and barriers comply with all applicable ADA requirements for strength and placement.

Entrance Doors

Section 12

12.1 Driver cab door and co-pilot cab door delete and co-pilot seat delete is standard for the in-cab front passenger bi-fold entrance doors. The commercial style bi-fold entrance door panels are from A & M Systems. The door systems is an electrically operated opening/closing door system which is driver controlled through the switch panel.

12.2 Doors are corrosion resistant through the use of aluminum, stainless and zinc plated components. Door panel frames are a black anodized finish and door leaf glass panels are tempered AS2 tinted glass.

12.3 Torque arms are located on the upper hinges. The hinged edge of the door has a radius edge to ensure proper mating to the vertical surface and is sealed with a large D shaped bulb seal to prevent air and moisture from entering the entrance door area when closed. The edges of the doors have a flexible rubber safety seal which seals the door area from weather and air infiltration. It will also prevent serious injury if someone should inadvertently be caught in the closing of the door.

Windows

Section 13

13.1 The bus compartment side body windows are solid flat windows in both stationary and egress forms. Windows are a 5/32" thick dark tempered glass panel measuring 31" x 36 3/4". All windows are installed using the manufacturers provided trim ring in every screw location provided. Optional T-sliders or dual-pane windows are available. Entrance door in-cab necessitates an A-panel window in the cab for driver visibility.

13.2 The standard rear wall passenger compartment window is an emergency egress window which measures 31" x 36 3/4". Instead of a rear wall egress window, a rear emergency exit door (with or without windows) or rear luggage area access door is optional.

13.3 All egress windows meet applicable C/FMVSS 217 standards.

Electrical System and Lighting

Section 14

14.1 The electrical system operates by the use of an ignition controlled 12 Volt electrical system. A driver-friendly controlled switch panel of heavy-duty rocker switches remotely operates the main control board and contains the climate control system and ADA lighted indicators.

14.2 The major controlling, protection, and other electrical components are located in easily accessible compartment above the driver. The 12 Volt circuit protection is achieved using ATO automotive fuses.

14.3 The system is supplied directly from the OEM battery and a #2 gauge cable protected by a 125 amp slow-blow fuse battery shut-off switch. All battery cable connections are double-crimped and protected by heat shrink water-tight sealed tubing. Battery cables and external wires are protected by high temperature split convoluted conduit. All external connections are coated with an anti-corrosion spray to help prolong terminal life and avoid voltage loss. Where battery relocation is chosen as an option, the box and slides used will be protected from environmental elements and corrosion resistant. The enclosure will keep the batteries from being exposed yet provide adequate ventilation.

14.4 Wiring consists of rugged, custom built wiring harnesses for all interior and exterior components. Wires run the length of the vehicle on the driver and passenger sides. Cable tie bases are secured to the steel framework of the body using screws and all wires are attached to the bases using durable nylon ties. All wiring is constructed of high-temperature type-GXL wire for 12 Volt circuits providing a safe and reliable electrical system. Weather-Pack connectors are used for all exterior applications. Butt-style connectors are restricted. Each wiring circuit is color coded and labeled for ease of identification. All cabling is solder sealed and machine crimped. Wiring follows Ford QVM recommendations.

14.5 All interior and exterior lights are LED lamps. Lighting is designed for ease of use and maintenance. Convenience lighting is installed in the cab and stepwell. All lighting products are wired for use with the driver controlled switch panel or with optional paratransit equipment, and/or through automatic switches. Exterior lighting consists of long lasting heavy duty LED running, clearance, brake, and stop/tail/turn lamps. Additional optional interior and exterior lights are available such as destination signage, optional reading lights, stepwell and exterior lighting. All lighting products meet or exceed the standards specified in C/FMVSS 108.

14.6 Optional back-up alarm, reverse camera systems or rear object detectors are available.

Auxiliary Heat and Air Conditioning

Section 15

15.1 OEM cab heating and air conditioning provide cabin comfort for the driver. Passenger compartment heating and air conditioning systems are installed per customer specifications. Choices for air conditioning include ACC Climate Control,

ProAir / American Cooling Technologies (ACT), and Trans/Air® Manufacturing. Configuration choices include skirt or roof mount condensers.

15.2 Heating options comprise of auxiliary coolant heater systems. Standard vacuum shut-off valves can be exchanged for manual shutoff valves as an option.

Seating and Seat Belts

Section 16

16.1 For the driver/co-pilot seating equipment, all OEM belts and securement hardware are retained and re-installed per the vehicle equipment manufacturer's IVM (Incomplete Vehicle Manual). The driver's and co-pilot's seats are OEM seats and can be recovered with fabrics matching the passenger compartment seating.

16.2 Passenger compartment transit style seating is installed into seat track; channel runs the full length of each sidewall and the floor. Rolled steel seat track is placed on the centerline of steel channel for strength. The seat frames are then bolted into track nuts placed into the seat track and torqued to specifications. Optional seating configurations are available such as perimeter seating and foldaway or flip seating located over wheelchair positions for ambulatory passenger use when a wheelchair position is not used.

16.3 Many different seat options, sizes, and fabric choices are available. Passenger seating products are supplied by Freedman Seating Company or Premier Products. All frames and seats are constructed using the highest quality standards to meet customer comfort expectations and safety. Seats encompass various configurations from stationary, reclining, single, double, flip, fold-away with options such as arm rests, foot rests, grab bars, seat belts, and assorted other features. For passenger safety, seating products have been tested to meet or exceed FMVSS 207/210 and FMVSS 225 for child restraint seats.

16.4 Different fabric choices are vinyl or fabric. All materials and fabrics meet or exceed C/FMVSS 302 flammability standards.

16.5 Bus transit style forward facing seating have lap seat belts installed as standard. Optional 3-point shoulder belts are also available on certain seating styles.

Primer, Paint and Undercoat

Section 17

17.1 The entire steel cage body assembly is painted with a primer for corrosion protection prior to sidewall and roof assembly. Precautions are used to ensure the primer is applied to proper parts and assemblies.

17.2 The Terra Transit standard exterior finish is white fiberglass gel coat. Optional overall commercial cab and body paint is available. Turtle Top uses Akzo-Nobel automotive finishes when overall paint is chosen as an option for a superior exterior

paint and protection finish. AkzoNobel and Turtle Top are leaders in the use of automotive waterborne low VOC compliant paint products which meet VOC content emissions limits governed by federal and state air quality requirements. Optional paint choices include commercial color painted ground effect skirting. Optional lettering and graphics are also available.

17.3 At the end of the construction process the joints on the underneath side of the vehicle are sealed with an expanding-type foam sealant prior to undercoating. Then the vehicle is thoroughly sealed with a water-based undercoating material. The foam sealant and undercoat material seals against moisture, dust infiltration, and underside noise. Special consideration is taken to ensure no undercoating is applied to any OEM parts per QVM specifications.

Options

Section 18

18.1 Optional Equipment Items: electric entrance door key switch, rear door exit or luggage door, rear luggage compartment, overhead luggage racks, cargo restraint barrier, exterior skirt storage, audio and video packages, speaker packages, exit warning lights and alarms, roof hatch, destination sign, spare tire, rear camera, heated and remote exterior mirrors, rear suspension packages as well as other features for passenger comfort and convenience.

18.2 Paratransit: Braun or Ricon® wheelchair lift, Q-Straint/Sure-Lok® occupant and wheelchair restraints, and ADA signage.

Dimensions

Section 19

Terra Transit:

Interior Height:	80" on Low Floor / 76" on Raised Floor
Interior Width:	82" (wall to wall)
Exterior Height:	118.5" (excluding any roof top A/C system)
Exterior Width:	84.375"
Ground to 1 st Step Height:	10"
Step Riser:	10" on Low Floor / 8.5" on Raised Floor
Step Depth:	9"
Interior Floor Length:	156", 190"

Overall Vehicle Length:	260" (21' 8"), 294" (24' 6")
Wheelbases:	137.8"wb -156" floor, 155.6"wb -190" floor

Testing

Section 20

20.1 All Turtle Top vehicles are manufactured and tested in accordance with all applicable Federal Motor Vehicle Safety Standards as described in 49 CFR Part 571 in coordination with the chassis manufacturers' Incomplete Vehicle Manual. Turtle Top

also meets applicable Transport Canada Canadian Motor Vehicle Safety Regulations (CMVSS Standards). Testing documentation is available from the Turtle Top Engineering Offices upon request.

20.2 Turtle Top is a certified vehicle modifier of both Ford and GM incomplete vehicles, and is a member of the NTEA (National Truck Equipment Association), CTEA (Canadian Transportation Equipment Association), MSBMA (Mid-Size Bus Manufacturers Association), and is registered with the National Highway Safety Administration as a vehicle manufacturer. Turtle Top is a Transit Vehicle Manufacturer (TVM) eligible to bid on federally funded transit agency contracts in accordance with the regulations on Disadvantaged Business Enterprises (DBEs) as administered by the Department of Transportation (DOT) Federal Transit Administration (FTA) Office of Civil Rights.

20.3 All vehicles manufactured by Turtle Top are consistent with the highest quality standards; all vehicles are inspected continuously throughout the build process. Quality assurance teams are responsible for the daily implementation of the Turtle Top QA program and to ensure each Turtle Top vehicle meets or exceeds quality standards.

Commercial Motor Vehicles

Section 21

1.0 A certified driver's license (CDL) is not needed to operate the vehicle if the total occupancy (driver plus passengers) is 15 or under; 16 total occupants and above requires a CDL. The vehicle's GVWR is more than 10,001 pounds; therefore the vehicle may need a U.S. Department of Transportation number. The vehicle operator may need a valid medical examination and the driver may need to meet the requirements of the Hours-Of-Service (HOS) regulations. Check the state's or province's regulations where the vehicle will be registered and also the U.S. or Canadian federal motor carrier guidelines for specifics.

Turtle Top

Division of Independent Protection Co., Inc.
67819 State Road 15
New Paris, Indiana USA 46553
Phone: 574 831-4340
Fax: 574 831-4349
E-mail: ttsp@turtletop.com
Website: www.turtletop.com

Vehicle Specifications

Make: Turtle Top

Model: Terra Transit



TERRA TRANSIT

Chassis Specifications

Section 1

1.1 The Terra Transit is built on the Ford Motor Company E-350/E-450 commercial cutaway chassis and the General Motors G-35/G-45.

Standard Equipment – Ford Chassis:

GVWR Capacity – 7.3L:	12,500 pounds (5,670 kgs) (E-350) and 14,500 pounds (6,577 kgs) (E-450)
Engine – Gas:	7.3L DEVCT PFI V8
Transmission:	Automatic 6 Speed TorqShift with Overdrive/Tow-Haul
Alternator:	Extra Heavy Duty 210 amps
Batteries:	Dual Heavy Duty 78 amp
Suspension/Shocks:	Handling Package: Includes Front Stabilizer Bar and Heavy Duty Front and Rear Shocks
Fuel Capacity:	40 (E350) or 55 (E450) Gallon Tank
Tires:	LT225/75Rx16E BSW All Season
Wheels:	16" White Painted Steel
Brakes:	Hydraulic
Mirrors:	Velvac® Manual
Security:	Remote Keyless Entry / Panic Alarm (E-350 only)

Standard Equipment – General Motors Chassis:

GVWR Capacity:	12,300 pounds (5,579 kgs) (G-35)
GVWR Capacity:	14,200 pounds (6,441 kgs) (G-45)
Engine – Gas:	6.0L Vortec V8
Transmission:	Heavy Duty Automatic 6 Speed Electronic with Overdrive
Alternator:	220 amps
Battery:	770 CCA Primary with Isolated 2 nd Heavy-Duty 770 CCA
Suspension:	Front Independent with Coil Springs and Stabilizer Bar
Fuel Capacity:	33 Gallon Tank Mid-Ship Location (G-35)
Fuel Capacity:	57 Gallon Tank Aft-of-Axle Location (G-45)
Tires – DRW:	LT225/75R16E BSW All Season
Wheels:	16" White Painted Steel
Brakes:	Hydraulic
Mirrors:	Velvac® Manual
Security:	Remote Keyless Entry / Panic Alarm (G-35)

1.2 Other Equipment Items – Ford Chassis: Ford High Series Exterior Upgrade Package which includes front chrome bumper and grille. Additionally, dual sealed-beam fixed lens headlamps, power door locks and windows, driver and passenger air bags, and engine block heater, 50 state emissions compliant, tilt steering wheel, cruise control, daytime running lights, and AM-FM stereo / digital clock / USB input jack.

Optional CNG/Propane Gaseous Engine Prep Package needed if intended for alternative fuel conversion.

1.3 Other Equipment Items – General Motors Chassis: Convenience Package which includes power windows and door locks, tilt steering wheel, and cruise control. Chrome Appearance Package which includes front chrome bumper and grille and dual composite halogen headlamps. Additionally, 50 state emissions compliant, AM-FM stereo with MP3 player / digital clock / USB port and day time running lights.

1.4 OEM tires are retained on the chassis. Vehicle's tires are inflated with nitrogen prior to leaving the factory. Nitrogen maintains tire pressure longer, uses less fuel and tires run cooler on nitrogen compared to compressed air. A front-end alignment must be chosen on the order form or performed by the dealer to meet QVM specifications.

Steel Frame Construction

Section 2

2.1 Steel frame construction consists of 13-gauge inverted "U" shaped cross members mounted on 11-gauge inverted hat channels. The crossmembers span the chassis frame and extend the full width of the body. The frame is finished with a 2" x 2" x 11-gauge steel angle around the perimeter. 7-gauge steel frame extensions are welded at the rear of the OEM frame rails on extended models.

2.2 OEM rubber isolator bushings are placed between the chassis frame and the crossmembers or hat channels, bolted through and torqued to specifications. The bushings provide a cushion between the frame and body, which allows the suspension and the frame to work independently of the body.

2.3 A drive shaft guard is welded at each drive shaft joint to the frame rails to lessen or eliminate the whipping action caused by a loose drive shaft in the event of a failure.

2.4 18-gauge galvanized steel heat shields are installed per Ford Qualified Vehicle Modifier (QVM) specifications to protect the body and OEM components from heat directly above the exhaust.

2.5 The vehicle will be equipped with a heavy-duty, corrosion resistant exhaust system. Attachment is through exhaust hangers and clamps attached to the component body. Routing configurations will vary depending on order content. The exhaust system meets OEM emissions requirements.

Steel Sidewall Construction

Section 3

3.1 The sidewall construction consists of vertical 1" x 2" x 16-gauge steel wall tubes welded to a 1" x 3" x 16-gauge horizontal steel tube at the top and a 1" x 1" x 16-gauge steel tube at the bottom.

3.2 The window frame is completed by adding 1"x1" and 1"x2" 16-gauge tubes welded between the wall tubes and completed with pre-formed 1" x 18-gauge steel straps form the window radius corners.

3.3 Rolled 50,000 PSI 11-gauge steel seat track is welded to the 16-gauge steel tubes below the window openings. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

3.4 The entire sidewall assembly is welded to the 2" x 2" x 11-gauge perimeter floor angle.

3.6 The rear wall construction framework consists of welded 1" x 1" x 16-gauge steel tubing and 1" x 2" x 16-gauge steel tubing which includes openings for a rear egress window or optional rear door(s).

Steel Roof Construction

Section 4

4.1 Attached to the top sidewall rail construction are formed roof bows. These are made of 1" x 1" x 16-gauge steel, formed to match the roof contour. The roof bows are welded to the 1" x 3" x 16-gauge top sidewall tubes from front to rear of the body assembly. Additional 14-gauge steel plate is welded front to back in strategic locations to provide additional strength.

4.2. There is a double bow at the front and rear of the cage assembly forming a front and rear support beam to provide additional support.

Floor Construction

Section 5

5.1 The floor framework is constructed of a perimeter of 2" x 2" x 11-gauge steel angle. This angle boxes each side of the floor, and is welded to the end of each cross-member. The wheel well sections are made with 14-gauge steel plate.

5.2 A 1" x 4 1/2" x 1" x 14-gauge steel channel is inverted and runs the full length of the floor approximately 29" in from both the driver side and passenger side. This channel is placed on the centerline of the seat track position for seat frame attachment. Rolled 50,000 PSI steel seat track is welded to these channels every 4", staggered per side. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

5.3 A 3/4" x 2" x 3/4" x 14-gauge steel channel is inverted and runs the full length of the floor to support the passenger aisle. This channel is also welded longitudinally between each frame rail, where necessary, to give added support to the flooring material. Additional steel plate may be added for vehicles requiring floor supported hardware in use for options. Additional support may also be needed for perimeter mounted seating and paratransit equipment and luggage equipment.

5.4 The entrance door step pan assembly consists of an 11-gauge steel step pan treads and risers with steel front and rear 14-gauge side jamb panels braced with 1" x 2" x 16-gauge steel tubing and a steel door header plate.

5.5 The steel floor framework is overlaid with Coosa BW20 3/4" Composite Panel flooring (high density, closed-cell polyurethane foam reinforced panel with woven roving and continuous strand fiberglass). The panel is cut to width in order to reduce seams and tongue and groove routed prior to installation. The panel is attached to the floor structure with a 1/4" bead of industrial adhesive applied to the surface of all steel structures. Additionally, bugle head screws are placed at a minimum of every 12" along all edges and within the floor decking. The composite panel joint is sealed using floor filler compound and sanded.

5.6 At the end of the construction process when all components have been attached to the underside of the floor, the perimeter joints and all other joints are sealed with expanding-type foam resin sealant prior to undercoating.

Cage to Body Mounting

Section 6

6.1 The steel cage construction is attached to the cab using cage to cab braces and steel tubing. This assembly consists of vertical and horizontal welded steel tubes as a roll cage with the vehicle cab and as channel assemblies to attach the vehicle cab to the cage welded on one end and "huck" riveted on the other end.

6.2 A channel floor assembly is attached to the component body floor. This assembly is a 2" x 2" x 11-gauge steel angle designed to join the component body floor and cab. Attachment to the floor of the cab is accomplished through "huck" rivets and angled welded support tubes.

External Body

Section 7

7.1 Crane Composites Nobel® Select Exterior Sidewall Panels are used for the external body. The composite material is a high gloss, exterior, gel-coated panel with UV protection and environmental properties. The external body consists of one continuous panel from the roof line to the bottom of the skirt, which reduces seams in the exterior.

7.2 Before the body panels are attached to the steel cage construction after the primer has been applied and dried, a ¼" V-bead of high-strength bonding adhesive/sealant, is applied to the steel cage to bond the composite panel to the steel. After the adhesive is applied, the composite panel is attached to the steel cage construction and secured with 1/8" pop rivets along the perimeter of each panel. After the body panels are secured in place the window openings are routed out and removed. A drip rail gutter, the length of the sidewall body panel, is added with waterproof rivets above the window cutouts.

7.3 The sidewalls are insulated with closed cell foam 1" type #1 density EPS expanded polystyrene. The insulation provides high-quality sound deadening and temperature control properties.

7.4 The skirting area is framed on the backside of the skirt with 1" x 1" 16-ga steel tubes and 2" x 2" steel angle. A 2" aluminum retainer trim is screwed into place with exterior perimeter fasteners separating the wall from the skirt area. A cosmetic paintable vinyl seal trim covers the retainer trim and fasteners.

7.5 Wheel flares are made of white TPO paintable material attached with high strength adhesive/sealant and rivets.

7.6 The front cap is constructed of durable reinforced fiberglass and is a one-piece assembly, built for strength. The cap is attached to the vehicle cab and the roof bow assembly with high strength adhesive and 1" aluminum retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal. The transitions (from body to cab) are attached in the same method and bolted to the roof cap.

7.7 The rear cap is constructed of durable reinforced fiberglass is a one-piece assembly, built for strength. It is attached to the rear wall and cage assembly with high strength adhesive and 1" retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal.

7.8 The body roof is a one-piece Flex Roof commercial Roof Membrane. The roof membrane follows the curve of the roof bows and overlaps the top of the sidewalls. This seamless one-piece roof design minimizes the potential for leaks.

Bumpers and Mud Flaps

Section 8

8.1 The vehicle is equipped with the chassis manufacturers' standard front bumper.

8.2 The standard rear bumper is a heavy-duty powder coated steel assembly. Mounting is achieved through steel bracket assemblies attached directly to the vehicle frame extension. A rear Romeo RIM HELP® bumper is available as an option.

8.3 The vehicle is supplied with Turtle Top rear mud flaps installed with supports.

Ceiling and Sidewalls

Section 9

9.1 The interior ceiling and sidewalls are finished with reinforced fiberglass panels. They are a light weight, thermoplastic composite sheet comprised of fiberglass and polypropylene resin which is formaldehyde free. The panels are durable, bright white, reinforced plastic material with a "pebbled" embossed surface. It's cleanable, and stain and scratch resistant. The ceiling is adhered to the interior surface of the roof bows using 3/8" rivets at each ceiling bow. The sidewalls are one-piece sections from the top header tube to the top of the wall seat track and the sidewalls are adhered to the interior surface with rivets at the top and bottom of the sidewalls into the wall bows.

9.2 Standard floor covering is covered up the sidewall to the bottom of the wall seat track (if bus style seats are installed) forming a seamless transition from the wall to the floor of the bus reducing water intrusion during cleaning.

9.3 Optional ceiling and sidewall materials consist of vinyl or limo cloth. Also available is an antimicrobial vinyl covering the ceiling and sidewalls which reduces the risk of contamination from bacteria and fungus.

Floor Covering

Section 10

10.1 Industrial contact adhesive is applied to the composite panel sub-flooring and black industrial grade Altro® flooring prior to mating the flooring to the sub-floor panel. The flooring material is cut to width to reduce seams and is covered up the side wall and back wall extending up to the seat track. Additional colors of flooring are available from the Altro® brand.

10.2 The entrance step-well treads and risers match the floor covering material and include color contrasted metal reinforced step tread nosing edges. The step nosing is installed with adhesive and #8 x 3/4" zinc screws. Step tread coverings are covered up the riser for a cleaner look and eliminating additional seams.

Stanchions, Grab Rails and

Barrier Panels

Section 11

11.1 The stanchions and grab rails are manufactured from 1¼" OD high grade, low carbon type 304 stainless steel tubing. Where possible, the stanchions are bent or welded to eliminate fasteners. An angled hand rail is installed at the left of the entrance door. Additional entry grab handles and ceiling overhead grab rails are available as well as colors and covers.

11.2 Modesty barrier panels are standard on the passenger side just rearward of the entrance door. The modesty barrier panel is made of stanchion material and vinyl/fabric covered foam padded ½" plywood. The driver's side modesty panel is optional and can include an optional plexiglass driver barrier shield.

11.3 All stanchions, grab bars, passenger assist devices, and barriers comply with all applicable ADA requirements for strength and placement.

Entrance Doors

Section 12

12.1 Driver cab door and co-pilot cab door delete and co-pilot seat delete is standard for the in-cab front passenger bi-fold entrance doors. The commercial style bi-fold entrance door panels are from A & M Systems. The door systems is an electrically operated opening/closing door system which is driver controlled through the switch panel.

12.2 Doors are corrosion resistant through the use of aluminum, stainless and zinc plated components. Door panel frames are a black anodized finish and door leaf glass panels are tempered AS2 tinted glass.

12.3 Torque arms are located on the upper hinges. The hinged edge of the door has a radius edge to ensure proper mating to the vertical surface and is sealed with a large D shaped bulb seal to prevent air and moisture from entering the entrance door area when closed. The edges of the doors have a flexible rubber safety seal which seals the door area from weather and air infiltration. It will also prevent serious injury if someone should inadvertently be caught in the closing of the door.

Windows

Section 13

13.1 The bus compartment side body windows are solid flat windows in both stationery and egress forms. Windows are a 5/32" thick dark tempered glass panel measuring 31" x 36 3/4". All windows are installed using the manufacturers provided trim ring in every screw location provided. Optional T-sliders or dual-pane windows are available. Entrance door in-cab necessitates an A-panel window in the cab for driver visibility.

13.2 The standard rear wall passenger compartment window is an emergency egress window which measures 31" x 36 3/4". Instead of a rear wall egress window, a rear emergency exit door (with or without windows) or rear luggage area access door is optional.

13.3 All egress windows meet applicable C/FMVSS 217 standards.

Electrical System and Lighting

Section 14

14.1 The electrical system operates by the use of an ignition controlled 12 Volt electrical system. A driver-friendly controlled switch panel of heavy-duty rocker switches remotely operates the main control board and contains the climate control system and ADA lighted indicators.

14.2 The major controlling, protection, and other electrical components are located in easily accessible compartment above the driver. The 12 Volt circuit protection is achieved using ATO automotive fuses.

14.3 The system is supplied directly from the OEM battery and a #2 gauge cable protected by a 125 amp slow-blow fuse battery shut-off switch. All battery cable connections are double-crimped and protected by heat shrink water-tight sealed tubing. Battery cables and external wires are protected by high temperature split convoluted conduit. All external connections are coated with an anti-corrosion spray to help prolong terminal life and avoid voltage loss. Where battery relocation is chosen as an option, the box and slides used will be protected from environmental elements and corrosion resistant. The enclosure will keep the batteries from being exposed yet provide adequate ventilation.

14.4 Wiring consists of rugged, custom built wiring harnesses for all interior and exterior components. Wires run the length of the vehicle on the driver and passenger sides. Cable tie bases are secured to the steel framework of the body using screws and all wires are attached to the bases using durable nylon ties. All wiring is constructed of high-temperature type-GXL wire for 12 Volt circuits providing a safe and reliable electrical system. Weather-Pack connectors are used for all exterior applications. Butt-style connectors are restricted. Each wiring circuit is color coded and labeled for ease of identification. All cabling is solder sealed and machine crimped. Wiring follows Ford QVM recommendations.

14.5 All interior and exterior lights are LED lamps. Lighting is designed for ease of use and maintenance. Convenience lighting is installed in the cab and stepwell. All lighting products are wired for use with the driver controlled switch panel or with optional paratransit equipment, and/or through automatic switches. Exterior lighting consists of long lasting heavy duty LED running, clearance, brake, and stop/tail/turn lamps. Additional optional interior and exterior lights are available such as destination signage, optional reading lights, stepwell and exterior lighting. All lighting products meet or exceed the standards specified in C/FMVSS 108.

14.6 Optional back-up alarm, reverse camera systems or rear object detectors are available.

Auxiliary Heat and Air Conditioning

Section 15

15.1 OEM cab heating and air conditioning provide cabin comfort for the driver. Passenger compartment heating and air conditioning systems are installed per customer specifications. Choices for air conditioning include ACC Climate Control, ProAir / American Cooling Technologies (ACT), and Trans/Air® Manufacturing. Configuration choices include skirt or roof mount condensers.

15.2 Heating options comprise of auxiliary coolant heater systems. Standard vacuum shut-off valves can be exchanged for manual shutoff valves as an option.

Seating and Seat Belts

Section 16

16.1 For the driver/co-pilot seating equipment, all OEM belts and securement hardware are retained and re-installed per the vehicle equipment manufacturer's IVM (Incomplete Vehicle Manual). The driver's and co-pilot's seats are OEM seats and can be recovered with fabrics matching the passenger compartment seating.

16.2 Passenger compartment transit style seating is installed into seat track; channel runs the full length of each sidewall and the floor. Rolled steel seat track is placed on the centerline of steel channel for strength. The seat frames are then bolted into track nuts placed into the seat track and torqued to specifications. Optional seating configurations are available such as perimeter seating and foldaway or flip seating located over wheelchair positions for ambulatory passenger use when a wheelchair position is not used.

16.3 Many different seat options, sizes, and fabric choices are available. Passenger seating products are supplied by Freedman Seating Company or Premier Products. All frames and seats are constructed using the highest quality standards to meet customer comfort expectations and safety. Seats encompass various configurations from stationary, reclining, single, double, flip, fold-away with options such as arm rests, foot rests, grab bars, seat belts, and assorted other features. For passenger safety, seating products have been tested to meet or exceed FMVSS 207/210 and FMVSS 225 for child restraint seats.

16.4 Different fabric choices are vinyl or fabric. All materials and fabrics meet or exceed C/FMVSS 302 flammability standards.

16.5 Bus transit style forward facing seating have lap seat belts installed as standard. Optional 3-point shoulder belts are also available on certain seating styles.

Primer, Paint and Undercoat

Section 17

17.1 The entire steel cage body assembly is painted with a primer for corrosion protection prior to sidewall and roof assembly. Precautions are used to ensure the primer is applied to proper parts and assemblies.

17.2 The Terra Transit standard exterior finish is white fiberglass gel coat. Optional overall commercial cab and body paint is available. Turtle Top uses Akzo-Nobel automotive finishes when overall paint is chosen as an option for a superior exterior paint and protection finish. AkzoNobel and Turtle Top are leaders in the use of automotive waterborne low VOC compliant paint products which meet VOC content emissions limits governed by federal and state air quality requirements. Optional paint choices include commercial color painted ground effect skirting. Optional lettering and graphics are also available.

17.3 At the end of the construction process the joints on the underneath side of the vehicle are sealed with an expanding-type foam sealant prior to undercoating. Then the vehicle is thoroughly sealed with a water-based undercoating material. The foam sealant and undercoat material seals against moisture, dust infiltration, and underside noise. Special consideration is taken to ensure no undercoating is applied to any OEM parts per QVM specifications.

Options

Section 18

18.1 Optional Equipment Items: electric entrance door key switch, rear door exit or luggage door, rear luggage compartment, overhead luggage racks, cargo restraint barrier, exterior skirt storage, audio and video packages, speaker packages, exit warning lights and alarms, roof hatch, destination sign, spare tire, rear camera, heated and remote exterior mirrors, rear suspension packages as well as other features for passenger comfort and convenience.

18.2 Paratransit: Braun or Ricon® wheelchair lift, Q-Straint/Sure-Lok® occupant and wheelchair restraints, and ADA signage.

Dimensions

Section 19

Terra Transit:

Interior Height:	80" on Low Floor / 77" on Raised Floor
Interior Width:	93" (wall to wall)
Exterior Height:	117" (excluding any roof top A/C system)
Exterior Width:	96.25"
Ground to 1 st Step Height:	10" on Low Floor / 11.5" on Raised Floor
Step Riser:	9.5" on Low Floor / 7.75" on Raised Floor

Step Depth: 10" on Low Floor / 8.75" on Raised Floor
Interior Floor Length: 175", 208", and 241"

Ford Terra Transit:

Overall Vehicle Length: 275.5" (22' 11.5"), 308.5" (25' 8.5"), and 341.5" (28' 5.5")
Wheelbases: 158"wb -175" floor, 176"wb -208" floor and 206"wb-241" floor

GM Terra Transit:

Overall Vehicle Length: 281.6" (23' 5.6"), 314.6" (26' 2.6"), and 347.6" (28' 11.6")
159"wb -175" floor, 177"wb -208" floor and 207"wb-241" floor

Testing

Section 20

20.1 All Turtle Top vehicles are manufactured and tested in accordance with all applicable Federal Motor Vehicle Safety Standards as described in 49 CFR Part 571 in coordination with the chassis manufacturers' Incomplete Vehicle Manual. Turtle Top also meets applicable Transport Canada Canadian Motor Vehicle Safety Regulations (CMVSS Standards). Testing documentation is available from the Turtle Top Engineering Offices upon request.

20.2 Turtle Top is a certified vehicle modifier of both Ford and GM incomplete vehicles, and is a member of the NTEA (National Truck Equipment Association), CTEA (Canadian Transportation Equipment Association), MSBMA (Mid-Size Bus Manufacturers Association), and is registered with the National Highway Safety Administration as a vehicle manufacturer. Turtle Top is a Transit Vehicle Manufacturer (TVM) eligible to bid on federally funded transit agency contracts in accordance with the regulations on Disadvantaged Business Enterprises (DBEs) as administered by the Department of Transportation (DOT) Federal Transit Administration (FTA) Office of Civil Rights.

20.3 All vehicles manufactured by Turtle Top are consistent with the highest quality standards; all vehicles are inspected continuously throughout the build process. Quality assurance teams are responsible for the daily implementation of the Turtle Top QA program and to ensure each Turtle Top vehicle meets or exceeds quality standards.

Commercial Motor Vehicles

Section 21

1.0 A certified driver's license (CDL) is not needed to operate the vehicle if the total occupancy (driver plus passengers) is 15 or under; 16 total occupants and above requires a CDL. The vehicle's GVWR is more than 10,001 pounds; therefore the vehicle may need a U.S. Department of Transportation number. The vehicle operator may need a valid medical examination and the driver may need to meet the requirements of the Hours-Of-Service (HOS) regulations. Check the state's or province's regulations where

the vehicle will be registered and also the U.S. or Canadian federal motor carrier guidelines for specifics.

Turtle Top

Division of Independent Protection Co., Inc.

67819 State Road 15

New Paris, Indiana USA 46553

Phone: 574 831-4340

Fax: 574 831-4349

E-mail: tisp@turtletop.com

Website: www.turtletop.com

Vehicle Specifications

Make: Turtle Top

Model: Terra Transit



TERRA TRANSIT - HD

Chassis Specifications

Section 1

1.1 The Terra Transit is built on the Ford Motor Company F-550 chassis.

Standard Equipment F-550:

GVWR Capacity:	19,500 pounds (8,845 kgs)
Engine-Gas:	6.8L EFI Triton V10
Engine-Diesel:	6.7L OHV Power Stroke V-8
Transmission:	Automatic 6 Speed Electronic with Overdrive
Alternator:	Extra Heavy Duty 240 amps
Batteries:	750 CCA each / 78 amp hr
Suspension/Shocks:	4.88 Limited-slip Rear-Axle with Payload Plus Upgrade which includes Upgraded Frame, Rear Axle and Springs, Front and Rear Stabilizer Bars, Heavy Duty Shocks Absorbers
Fuel Capacity:	40 Gallon Tank (Gasoline or Low Sulfur Diesel), Aft-of-Axle
Tires:	225/70Rx19.5G BSW All Season
Wheels:	19.5" Argent (Silver) Painted Steel
Brakes:	Four-wheel Disc with Anti-Lock Brake System (ABS)
Mirrors:	Manual Telescoping, Folding with Power/Heated Glass, Heated Convex Spotter Mirror with Integrated Clearance Lamps/Turn Signals

1.2 Other Equipment Items – Ford Chassis: Ford High Series Exterior Upgrade Package which includes front chrome bumper and grille. Additionally, dual sealed-beam fixed lens headlamps, power door locks and windows, driver and passenger air bags, and engine block heater, 50 state emissions compliant, tilt steering wheel, cruise control, daytime running lights, and AM-FM stereo / digital clock / USB input jack.

Optional CNG/Propane Gaseous Engine Prep Package needed if intended for alternative fuel conversion.

1.3 OEM tires are retained on the chassis. Vehicle's tires are inflated with nitrogen prior to leaving the factory. Nitrogen maintains tire pressure longer, uses less fuel and tires

run cooler on nitrogen compared to compressed air. A front-end alignment must be chosen on the order form or performed by the dealer to meet QVM specifications.

Steel Frame Construction

Section 2

2.1 Steel frame construction consists of 11-gauge "U" shaped mounting rails that span the OEM chassis frame. 2"x3" 16-gauge tubes are spaced across the mounting rails and extend the full width of the body at approx. 22" intervals to form cross members.

2.2 OEM rubber isolator bushings are placed between the chassis frame and the "U" mounting rails bolted through the floor and torqued to specifications. The bushings provide a cushion between the frame and body, which allows the suspension and the frame to work independently of the body.

2.3 A drive shaft guard is welded at each drive shaft joint to the frame rails to lessen or eliminate the whipping action caused by a loose drive shaft in the event of a failure.

2.4 18-gauge galvanized steel heat shields are installed per Ford Qualified Vehicle Modifier (QVM) specifications to protect the body and OEM components from heat directly above the exhaust.

2.5 The vehicle will be equipped with a heavy-duty, corrosion resistant exhaust system. Attachment is through exhaust hangers and clamps attached to the component body. Routing configurations will vary depending on order content. The exhaust system meets OEM emissions requirements.

Steel Sidewall Construction

Section 3

3.1 The sidewall construction consists of vertical 1" x 2" x 16-gauge steel wall tubes welded to a 1" x 3" x 16-gauge horizontal steel tube at the top and a 1" x 1" x 16-gauge steel tube at the bottom.

3.2 The window frame is completed by adding 1"x1" and 1"x2" 16-gauge tubes welded between the wall tubes and completed with pre-formed 1" x 18-gauge steel straps form the window radius corners.

3.3 Rolled 50,000 PSI 11-gauge steel seat track is welded to the 16-gauge steel tubes below the window openings. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

3.4 The entire sidewall assembly is welded to the 2" x 2" x 11-gauge perimeter floor angle.

3.6 The rear wall construction framework consists of welded 1" x 1" x 16-gauge steel tubing and 1" x 2" x 16-gauge steel tubing which includes openings for a rear egress window or optional rear door(s).

Steel Roof Construction

Section 4

4.1 Attached to the top sidewall rail construction are formed roof bows. These are made of 1" x 1" x 16-gauge steel, formed to match the roof contour. The roof bows are welded to the 1" x 3" x 16-gauge top sidewall tubes from front to rear of the body assembly. Additional 14-gauge steel plate is welded front to back in strategic locations to provide additional strength.

4.2. There is a double bow at the front and rear of the cage assembly forming a front and rear support beam to provide additional support.

Floor Construction

Section 5

5.1 The floor framework consists of 13-gauge inverted "U" shaped cross members mounted on 11-gauge inverted hat channels. The crossmembers span the chassis frame and extend the full width of the body. The frame is finished with a 2" x 2" x 11-gauge steel angle around the perimeter. 7-gauge steel frame extensions are welded at the rear of the OEM frame rails on extended models. The wheel well sections are made with 14-gauge steel plate.

5.2 A 1" x 4 1/2" x 1" x 14-gauge steel channel is inverted and runs the full length of the floor approximately 29" in from both the driver side and passenger side. This channel is placed on the centerline of the seat track position for seat frame attachment. Rolled 50,000 PSI steel seat track is welded to these channels every 4", staggered per side. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

5.3 A 3/4" x 2" x 3/4" x 14-gauge steel channel is inverted and runs the full length of the floor to support the passenger aisle. This channel is also welded longitudinally between each frame rail, where necessary, to give added support to the flooring material. Additional steel plate may be added for vehicles requiring floor supported hardware in use for options. Additional support may also be needed for perimeter mounted seating and paratransit equipment and luggage equipment.

5.4 The entrance door step pan assembly consists of an 11-gauge steel step pan treads and risers with steel front and rear 14-gauge side jamb panels braced with 1" x 2" x 16-gauge steel tubing and a steel door header plate.

5.5 The steel floor framework is overlaid with Coosa BW20 3/4" Composite Panel flooring (high density, closed-cell polyurethane foam reinforced panel with woven roving and continuous strand fiberglass). The panel is cut to width in order to reduce seams and tongue and groove routed prior to installation. The panel is attached to the floor structure with a 1/4" bead of industrial adhesive applied to the surface of all steel

structures. Additionally, bugle head screws are placed at a minimum of every 12" along all edges and within the floor decking. The composite panel joint is sealed using floor filler compound and sanded.

5.6 At the end of the construction process when all components have been attached to the underside of the floor, the perimeter joints and all other joints are sealed with expanding-type foam resin sealant prior to undercoating.

Cage to Body Mounting

Section 6

6.1 The steel cage construction is attached to the cab using cage to cab braces and steel tubing. This assembly consists of vertical and horizontal welded steel tubes as a roll cage with the vehicle cab and as channel assemblies to attach the vehicle cab to the cage welded on one end and "huck" riveted on the other end.

6.2 A channel floor assembly is attached to the component body floor. This assembly is a 2" x 2" x 11-gauge steel angle designed to join the component body floor and cap. Attachment to the floor of the cab is accomplished through "huck" rivets and angled welded support tubes.

External Body

Section 7

7.1 Crane Composites Nobel® Select Exterior Sidewall Panels are used for the external body sidewalls. The composite material is a high gloss, exterior, gel-coated panel with UV protection and environmental properties. The external body consists of one individual panel from the roof line to the skirt, which reduces seams in the exterior.

7.2 Before the body panels are attached to the steel cage construction after the primer has been applied and dried, a ¼" V-bead of high-strength bonding adhesive/sealant, is applied to the steel cage to bond the composite panel to the steel. After the adhesive is applied, the composite panel is attached to the steel cage construction and secured with 1/8" pop rivets along the perimeter of each panel. After the body panels are secured in place the window openings are routed out and removed. A drip rail gutter, the length of the sidewall body panel, is added with waterproof rivets above the window cutouts.

7.3 The sidewalls are insulated with closed cell foam 1" type #1 density EPS expanded polystyrene. The insulation provides high-quality sound deadening and temperature control properties.

7.4 The skirting area is framed on the backside of the skirt with 1" x 1" 16-ga steel tubes and 2" x 2" steel angle. A 2" aluminum retainer trim is screwed into place with exterior perimeter fasteners separating the wall from the skirt area. A cosmetic paintable vinyl seal trim covers the retainer trim and fasteners.

7.5 Wheel flares are made of white TPO paintable material attached with high strength adhesive/sealant and rivets.

7.6 The front cap is constructed of durable reinforced fiberglass and is a one-piece assembly, built for strength. The cap is attached to the vehicle cab and the roof bow assembly with high strength adhesive and 1" aluminum retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal. The transitions (from body to cab) are attached in the same method and bolted to the roof cap.

7.7 The rear cap is constructed of durable reinforced fiberglass is a one-piece assembly, built for strength. It is attached to the rear wall and cage assembly with high strength adhesive and 1" retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal.

7.8 The body roof is a one-piece Flex Roof commercial Roof Membrane. The roof membrane follows the curve of the roof bows and overlaps the top of the sidewalls. This seamless one-piece roof design minimizes the potential for leaks.

Bumpers and Mud Flaps

Section 8

8.1 The vehicle is equipped with the chassis manufacturers' standard front bumper.

8.2 The standard rear bumper is a heavy-duty powder coated steel assembly. Mounting is achieved through steel bracket assemblies attached directly to the vehicle frame extension. A rear Romeo RIM HELP® bumper is available as an option.

8.3 The vehicle is supplied with Turtle Top rear mud flaps installed with supports.

Ceiling and Sidewalls

Section 9

9.1 The interior ceiling and sidewalls are finished with reinforced fiberglass panels. They are a light weight, thermoplastic composite sheet comprised of fiberglass and polypropylene resin which is formaldehyde free. The panels are durable, bright white, reinforced plastic material with a "pebbled" embossed surface. It's cleanable, and stain and scratch resistant. The ceiling is adhered to the interior surface of the roof bows using 3/8" rivets at each ceiling bow. The sidewalls are one-piece sections from the top header tube to the top of the wall seat track and the sidewalls are adhered to the interior surface with rivets at the top and bottom of the sidewalls into the wall bows.

9.2 Standard floor covering is coved up the sidewall to the bottom of the wall seat track (if bus style seats are installed) forming a seamless transition from the wall to the floor of the bus reducing water intrusion during cleaning.

9.3 Optional ceiling and sidewall materials consist of vinyl or limo cloth. Also available is an antimicrobial vinyl ceiling and sidewall material which reduces the risk of contamination from bacteria and fungus.

Floor Covering

Section 10

10.1 Industrial contact adhesive is applied to the composite panel sub-flooring and black industrial grade Altro® flooring prior to mating the flooring to the sub-floor panel. The flooring material is cut to width to reduce seams and is covered up the side wall and back wall extending up to the seat track. Additional colors of flooring are available from the Altro® brand.

10.2 The entrance step-well treads and risers match the floor covering material and include color contrasted metal reinforced step tread nosing edges. The step nosing is installed with adhesive and #8 x 3/4" zinc screws. Step tread coverings are covered up the riser for a cleaner look and eliminating additional seams.

Stanchions, Grab Rails and Barrier Panels

Section 11

11.1 The stanchions and grab rails are manufactured from 1 1/4" OD high grade, low carbon type 304 stainless steel tubing. Where possible, the stanchions are bent or welded to eliminate fasteners. An angled hand rail is installed at the left of the entrance door. Additional entry grab handles and ceiling overhead grab rails are available as well as colors and covers.

11.2 Modesty barrier panels are standard on the passenger side just rearward of the entrance door. The modesty barrier panel is made of stanchion material and vinyl/fabric covered foam padded 1/2" plywood. The driver's side modesty panel is optional and can include an optional plexiglass driver barrier shield.

11.3 All stanchions, grab bars, passenger assist devices, and barriers comply with all applicable ADA requirements for strength and placement.

Entrance Doors

Section 12

12.1 Driver cab door and co-pilot cab door delete and co-pilot seat delete is standard for the in-cab front passenger bi-fold entrance doors. The commercial style bi-fold entrance door panels are from A & M Systems. The door system is an electrically operated opening/closing door system which is driver controlled through the switch panel.

12.2 Doors are corrosion resistant through the use of aluminum, stainless and zinc plated components. Door panel frames are a black anodized finish and door leaf glass panels are tempered AS2 tinted glass.

12.3 Torque arms are located on the upper hinges. The hinged edge of the door has a radius edge to ensure proper mating to the vertical surface and is sealed with a large D shaped bulb seal to prevent air and moisture from entering the entrance door area when closed. The edges of the doors have a flexible rubber safety seal which seals the door area from weather and air infiltration. It will also prevent serious injury if someone should inadvertently be caught in the closing of the door.

Windows

Section 13

13.1 The bus compartment side body windows are solid flat windows in both stationery and egress forms. Windows are a 5/32" thick dark tempered glass panel measuring 31" x 36 3/4". All windows are installed using the manufacturers provided trim ring in every screw location provided. Optional T-sliders or dual-pane windows are available. Entrance door in-cab necessitates an A-panel window in the cab for driver visibility.

13.2 The standard rear wall passenger compartment window is an emergency egress window which measures 31" x 36 3/4". Instead of a rear wall egress window, a rear emergency exit door (with or without windows) or rear luggage area access door is optional.

13.3 All egress windows meet applicable C/FMVSS 217 standards.

Electrical System and Lighting

Section 14

14.1 The electrical system operates by the use of an ignition-controlled power distribution printed circuit board designed for high reliability and ease of trouble shooting. A driver-friendly controlled switch panel of heavy-duty rocker switches remotely operates the main control board and contains the climate control system and ADA lighted indicators. The switch panel is also based on the same proven printed circuit board technology used in the main control board and is connected to the main control board by a highly reliable multi-conductor data cable.

14.2 The major controlling, protection, and other electrical components are located in easily accessible compartment above the driver. The 12 Volt circuit protection is achieved using ATO automotive fuses.

14.3 The system is supplied directly from the OEM battery and a #2 gauge cable protected by a 125 amp slow-blow fuse battery shut-off switch. All battery cable connections are double-crimped and protected by heat shrink water-tight sealed tubing. Battery cables and external wires are protected by high temperature split convoluted conduit. All external connections are coated with an anti-corrosion spray to help prolong

terminal life and avoid voltage loss. Where battery relocation is chosen as an option, the box and slides used will be protected from environmental elements and corrosion resistant. The enclosure will keep the batteries from being exposed yet provide adequate ventilation.

14.4 Wiring consists of rugged, custom built wiring harnesses for all interior and exterior components. Wires run the length of the vehicle on the driver and passenger sides. Cable tie bases are secured to the steel framework of the body using screws and all wires are attached to the bases using durable nylon ties. All wiring is constructed of high-temperature type-GXL wire for 12 Volt circuits providing a safe and reliable electrical system. Weather-Pack connectors are used for all exterior applications. Butt-style connectors are restricted. Each wiring circuit is color coded and labeled for ease of identification. All cabling is solder sealed and machine crimped. Wiring follows Ford QVM recommendations.

14.5 All interior and exterior lights are LED lamps. Lighting is designed for ease of use and maintenance. Convenience lighting is installed in the cab and stepwell. All lighting products are wired for use with the driver controlled switch panel or with optional paratransit equipment, and/or through automatic switches. Exterior lighting consists of long lasting heavy duty LED running, clearance, brake, and stop/tail/turn lamps. Additional optional interior and exterior lights are available such as destination signage, optional reading lights, stepwell and exterior lighting. All lighting products meet or exceed the standards specified in C/FMVSS 108.

14.6 Optional back-up alarm, reverse camera systems or rear object detectors are available.

Auxiliary Heat and Air Conditioning

Section 15

15.1 OEM cab heating and air conditioning provide cabin comfort for the driver. Passenger compartment heating and air conditioning systems are installed per customer specifications. Choices for air conditioning include ACC Climate Control, ProAir / American Cooling Technologies (ACT), and Trans/Air® Manufacturing. Configuration choices include skirt or roof mount condensers.

15.2 Heating options comprise of auxiliary coolant heater systems. Standard vacuum shut-off valves can be exchanged for manual shutoff valves as an option.

Seating and Seat Belts

Section 16

16.1 For the driver/co-pilot seating equipment, all OEM belts and securement hardware are retained and re-installed per the vehicle equipment manufacturer's IVM (Incomplete Vehicle Manual). The driver's and co-pilot's seats are OEM seats and can be recovered with fabrics matching the passenger compartment seating.

16.2 Passenger compartment transit style seating is installed into seat track; channel runs the full length of each sidewall and the floor. Rolled steel seat track is placed on the centerline of steel channel for strength. The seat frames are then bolted into track nuts placed into the seat track and torqued to specifications. Optional seating configurations are available such as perimeter seating and foldaway or flip seating located over wheelchair positions for ambulatory passenger use when a wheelchair position is not used.

16.3 Many different seat options, sizes, and fabric choices are available. Passenger seating products are supplied by Freedman Seating Company or Premier Products. All frames and seats are constructed using the highest quality standards to meet customer comfort expectations and safety. Seats encompass various configurations from stationary, reclining, single, double, flip, fold-away with options such as arm rests, foot rests, grab bars, seat belts, and assorted other features. For passenger safety, seating products have been tested to meet or exceed FMVSS 207/210 and FMVSS 225 for child restraint seats.

16.4 Different fabric choices are vinyl or fabric. All materials and fabrics meet or exceed C/FMVSS 302 flammability standards.

16.5 Bus transit style forward facing seating have lap seat belts installed as standard. Optional 3-point shoulder belts are also available on certain seating styles.

Primer, Paint and Undercoat

Section 17

17.1 The entire steel cage body assembly is painted with a primer for corrosion protection prior to sidewall and roof assembly. Precautions are used to ensure the primer is applied to proper parts and assemblies.

17.2 The Terra Transit standard exterior finish is white fiberglass gel coat. Optional overall commercial cab and body paint is available. Turtle Top uses Akzo-Nobel automotive finishes when overall paint is chosen as an option for a superior exterior paint and protection finish. AkzoNobel and Turtle Top are leaders in the use of automotive waterborne low VOC compliant paint products which meet VOC content emissions limits governed by federal and state air quality requirements. Optional paint choices include commercial color painted ground effect skirting. Optional lettering and graphics are also available.

17.3 At the end of the construction process the joints on the underneath side of the vehicle are sealed with an expanding-type foam sealant prior to undercoating. Then the vehicle is thoroughly sealed with a water-based undercoating material. The foam sealant and undercoat material seals against moisture, dust infiltration, and underside noise. Special consideration is taken to ensure no undercoating is applied to any OEM parts per QVM specifications.

Options

Section 18

18.1 Optional Equipment Items: electric entrance door key switch, rear door exit or luggage door, rear luggage compartment, overhead luggage racks, cargo restraint barrier, exterior skirt storage, audio and video packages, speaker packages, exit warning lights and alarms, roof hatch, destination sign, spare tire, rear camera, heated and remote exterior mirrors, rear suspension packages as well as other features for passenger comfort and convenience.

18.2 Paratransit: Braun or Ricon® wheelchair lift, Q-Straint/Sure-Lok® occupant and wheelchair restraints, and ADA signage.

Dimensions

Section 19

Terra Transit:

Interior Height:	77"
Interior Width:	93" (wall to wall)
Exterior Height:	119" (excluding any roof top A/C system)
Exterior Width:	96.25"
Ground to 1 st Step Height:	9.875"
Step Riser:	9.125"
Step Depth:	8.5"
Interior Floor Length:	208", 241", and 274"

F-550 Terra Transit:

Overall Vehicle Length:	338.5" (28' 2.5"), 371.5" (31' 11.5") and 404.5" (33' 8.5")
Wheelbases:	205.3" wb (208" floor), 217.3" wb (241" floor) and 235.3" wb (274" floor)

Testing

Section 20

20.1 All Turtle Top vehicles are manufactured and tested in accordance with all applicable Federal Motor Vehicle Safety Standards as described in 49 CFR Part 571 in coordination with the chassis manufacturers' Incomplete Vehicle Manual. Turtle Top also meets applicable Transport Canada Canadian Motor Vehicle Safety Regulations (CMVSS Standards). Testing documentation is available from the Turtle Top Engineering Offices upon request.

20.2 Turtle Top is a certified vehicle modifier of both Ford and GM incomplete vehicles, and is a member of the NTEA (National Truck Equipment Association), CTEA (Canadian Transportation Equipment Association), MSBMA (Mid-Size Bus Manufacturers Association), and is registered with the National Highway Safety Administration as a vehicle manufacturer. Turtle Top is a Transit Vehicle Manufacturer (TVM) eligible to bid on federally funded transit agency contracts in accordance with the regulations on Disadvantaged Business Enterprises (DBEs) as administered by the Department of Transportation (DOT) Federal Transit Administration (FTA) Office of Civil Rights.

20.3 All vehicles manufactured by Turtle Top are consistent with the highest quality standards; all vehicles are inspected continuously throughout the build process. Quality assurance teams are responsible for the daily implementation of the Turtle Top QA program and to ensure each Turtle Top vehicle meets or exceeds quality standards.

Commercial Motor Vehicles

Section 21

1.0 A certified driver's license (CDL) is not needed to operate the vehicle if the total occupancy (driver plus passengers) is 15 or under; 16 total occupants and above requires a CDL. The vehicle's GVWR is more than 10,001 pounds; therefore the vehicle may need a U.S. Department of Transportation number. The vehicle operator may need a valid medical examination and the driver may need to meet the requirements of the Hours-Of-Service (HOS) regulations. Check the state's or province's regulations where the vehicle will be registered and also the U.S. or Canadian federal motor carrier guidelines for specifics.

Turtle Top

Division of Independent Protection Co., Inc.
67819 State Road 15
New Paris, Indiana USA 46553
Phone: 574 831-4340
Fax: 574 831-4349
E-mail: ltsp@turtletop.com
Website: www.turtletop.com

Vehicle Specifications

Make: Turtle Top

Model: Odyssey XL



Chassis Specifications

Section 1

1.1 The Odyssey XL is built on the Ford Motor Company Super Duty® F-Series Chassis Cab F-550 or Freightliner S2C Custom Chassis.

Standard Equipment = Ford F-550 Super Duty® Chassis:

GVWR Capacity:	19,500 pounds (8,845 kgs)
Engine – Gas:	6.8L 3-Valve SOHC EFI NA V10
Engine – Diesel:	6.7L 4-Valve OHV Power Stroke® V8 Turbo
Transmission – Gas:	TorqShift® 6 Speed Automatic with SelectShift® Automatic
Transmission – Diesel:	TorqShift® 6 Speed Automatic with SelectShift® Automatic
Alternator – Gasoline:	Heavy-Duty 240 amps
Alternator – Diesel:	Dual Heavy-Duty 377 amp
Batteries – Gas:	750 CCA / 78 amp hr
Batteries – Diesel:	Dual 750 CCA each / 78 amp hr
Suspension/Shocks:	4.88 Limited-slip Rear-Axle with Payload Plus Upgrade which includes Upgraded Frame, Rear Axle, and Springs, Front and Rear Stabilizer Bars, Heavy Duty Shocks Absorbers
Fuel Capacity:	40 Gallon Tank (Gasoline or Low Sulfur Diesel), Aft-of-Axle
Tires:	225/70Rx19.5G BSW All Season
Wheels:	19.5" Argent (Silver) Painted Steel
Brakes:	Hydraulic
Brakes:	Four-wheel Disc with Anti-Lock Brake System (ABS)
Mirrors:	Manual Telescoping, Folding with Power/Heated Glass, Heated Convex Spotter Mirror with Integrated Clearance Lamps/Turn Signals

Standard Equipment – Freightliner S2C Custom Chassis:

GVWR Capacity:	26,000 pounds (11,793 kgs)
Engine – Diesel:	Cummins ISB 6.7-240 HP
Transmission:	5 Speed Automatic Allison 2200 PTS
Alternator:	320 amps Leece Neville
Batteries:	Dual 1900 CCA Group 31
Suspension/Shocks:	Front: 10,000 lb. Taperleaf and Shock Absorbers

Suspension/Shocks:	Rear: Air Ride 23,000 lb. with Dual Leveling Valves, Rear Swaybar and Shock Absorbers
Fuel Capacity:	60 Gallon Tank Low Sulfur Diesel, Aft-of-Axle Location
Tires:	245/70R19.5 16 Ply Radial with Spare
Wheels:	Steel
Brakes – Hydraulic:	Bosch Hydraulic Brake Package
Brakes – Air:	Air Brake Package
Mirrors:	Dual Heated Remote 7 Convex – Door Mounted
Driver Seat:	Bostrom High Back Air Suspension Seat with Air Lumbar Support

1.2 Other Equipment Items – Ford Chassis: Power Equipment Group: MyKey® Owner Controls Feature (F-550), power locks, power windows, remote keyless entry (F-550), AdvanceTrac® with RSC® (Roll Stability Control™), and perimeter. XL Value Package: chrome front bumper, cruise control, AM/FM/CD/MP3 Stereo/Clock, plus 50 state emissions compliant, tilt and telescoping (F-550) steering wheel, engine block heater (diesel), daytime running lights, front tow hooks, and chrome grille, and Preferred Equipment Package XL Trim. Optional CNG/Propane Gaseous Engine Prep Package for F-550 6.8L engine.

1.3 Other Equipment Items – Freightliner Chassis: power locks, power windows, adjustable tilt and telescoping steering, cruise control, 50 state emissions compliant, engine block heater, daytime running lights, front tow hooks, back-up alarm, chrome grille, chrome front bumper with collapsible ends, power steering, engine and trip hour meters, dual electric horns, Multiplex chassis electronics, and electronic engine integral shutdown protection system.

1.4 OEM tires are retained on the chassis. Vehicle's tires are inflated with nitrogen prior to leaving the factory. Nitrogen maintains tire pressure longer, uses less fuel and tires run cooler on nitrogen compared to compressed air. A front end alignment check is also performed and toe-in and alignment is adjusted if needed.

Steel Frame Construction

Section 2

2.1 F-550/ Freightliner: Steel frame construction consists of 10-gauge reinforced "G" shaped cross-members that intersect the chassis frame and extends the full width of the body at 26" intervals. Each vehicle has OEM standard cross-members. F-550 4-gauge steel frame extensions are welded at the rear of the OEM frame rails.

2.2 The steel frame cross members are attached to the chassis frame using rubber isolator bushings (also known as "pucks"). The rubber bushings are placed between the chassis frame and the cross-members on 5-gauge formed and welded steel puck mount brackets welded to the chassis frame. The rubber bushings, two per mount, are bolted in place and torqued to specifications. The bushings provide a cushion between the frame and body, which allows the suspension and the frame to work independently of the body.

2.3 A drive shaft guard is welded at each drive shaft joint to the frame rails to lessen or eliminate the whipping action caused by a loose drive shaft in the event of a failure.

2.4 18-gauge galvanized steel heat shields are installed per Ford Qualified Vehicle Modifier (QVM) specifications to protect the body and OEM components from heat directly above the exhaust. Underbelly metal to add protection from heat and environmental concerns can be added as an option.

2.5 The vehicle will be equipped with a heavy-duty, corrosion resistant exhaust system. Attachment is through exhaust hangers and clamps attached to the component body. Routing configurations will vary depending on order content. The exhaust system meets OEM emissions requirements.

Steel Sidewall Construction

Section 3

3.1a F-550: The sidewall construction consists of 1" x 1" x 16-gauge steel tubes below the window openings evenly spaced welded to a 1" x 2" x 16-gauge horizontal steel tube at the top and a 1" x 1" x 16-gauge steel tube at the bottom.

3.1b Freightliner: The sidewall construction consists of 1" x 2" x 16-gauge steel tubes below the window openings evenly spaced welded to a 1" x 2" x 16-gauge horizontal steel tube at the top and a 1" x 1" x 16-gauge steel tube at the bottom with a 4" wide 14-gauge steel stringer plate.

3.2a F-550: 1" x 1" x 16-gauge steel tubes formed for body contour are welded at the end of the row of windows and two 1" x 1" x 16-gauge steel tubes formed for body contour are welded between each window to form the window openings. These tubes, (known as wall bows) are welded at the bottom of the window opening to a 1" x 2" x 16-gauge steel tube which runs the full length of the body. For standard height windows, pre-cut 1" x 2" x 16-gauge steel tubes are at the top of the window opening and above the window a 1" x 2" x 16-gauge header tube which also runs the full length of the unit body. Pre-formed 1" x 20-gauge steel straps form the window radius corners.

3.2b Freightliner: 1" x 2" x 16-gauge steel tubes formed for body contour are welded at the end of the row of windows and 1" x 2" x 16-gauge steel tubes formed for body contour are welded between each window to form the window openings. These tubes, (known as wall bows) are welded at the bottom of the window opening to a 1" x 2" x 16-gauge steel tube which runs the full length of the body. For standard height windows, pre-cut 1" x 2" x 16-gauge steel tubes are at the top of the window opening and above the window a 1" x 2" x 16-gauge header tube which also runs the full length of the unit body. Pre-formed 1" x 20-gauge steel straps form the window radius corners.

3.3 Rolled 50,000 PSI 11-gauge steel seat track is welded to the 16-gauge steel tubes below the window openings. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

3.4a F-550: The entire sidewall assembly is welded to the 2" x 2" x 11-gauge perimeter floor angle.

3.4b Freightliner: The entire sidewall assembly is welded to the 2" x 2" x 11-gauge perimeter floor angle.

3.5 The rear wall construction framework consists of welded 1" x 1" x 16-gauge steel tubing and 1" x 2" x 11-gauge steel tubing with 4" wide 14-gauge steel plate stringer(s) which includes openings for a rear egress window or optional rear door(s).

Steel Roof Construction

Section 4

4.1 Attached to the top sidewall rail construction are formed roof bows. These are made of 1" x 1" x 16-gauge steel, formed to match the roof contour. The roof bows are welded to the 1" x 2" x 16-gauge top sidewall tubes from front to rear of the body assembly. There are double bows throughout the cage assembly added in for additional strength. Angled stringers are welded in strategic locations to provide additional strength.

4.2. The front of the ceiling includes an additional vehicle support called the "super bow". This assembly is two formed roof bows encased by a formed 10-gauge plate, welded in the same manner as the rest of the vehicle bows. The combination of these systems allows for superior roof structure strength.

Floor Construction

Section 5

5.1a F-550: The floor framework is constructed of a perimeter 2" x 2" x 11-gauge perimeter angle. This perimeter boxes all four edges of the floor, and is welded at the end of each cross-member. The wheel well section is 14-gauge steel flat plate.

5.1b Freightliner: The floor framework is constructed of a perimeter 2" x 2" x 11-gauge perimeter angle. This perimeter boxes all four edges of the floor, and is welded at the end of each cross-member. The wheel well section is 14-gauge steel flat plate.

5.2 A 1" x 4 1/2" x 1" x 14-gauge steel channel is inverted and runs the full length of the floor approximately 29" in from both the driver side and passenger side. This channel is placed on the centerline of the seat track position for seat frame attachment. Rolled 50,000 PSI steel seat track is welded to these channels every 4", staggered per side. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

5.3 A 1" x 2" x 1" x 14-gauge steel channel is inverted and runs the full length of the floor to support the passenger aisle. This channel is also welded longitudinally between each frame rail, where necessary, to give added support to the flooring material. Additional steel plate may be added for vehicles requiring floor supported hardware in

use for options. Additional support may also be needed for perimeter mounted seating and paratransit equipment and luggage equipment.

5.4 The entrance door step pan assembly consists of an 11-gauge steel step pan treads and risers with steel front and rear 14-gauge side jamb panels braced with 3/4" x 3/4" x 16-gauge steel tubing and a steel door header plate.

5.5 The steel floor framework is then overlaid with 5/8" Huber Engineered Woods AdvanTech® composite wood panel industrial flooring (marine grade material that is moisture resistant with a high strength rating). The AdvanTech® is cut to width in order to reduce seams and tongue and groove routed prior to installation. The composite wood panel is attached to the floor structure with a 1/4" bead of construction adhesive applied to the surface of all steel structures. Additionally, bugle head screws are placed at a minimum of every 12" along all edges and within the floor decking. The composite wood panel joint is sealed using floor spackling compound and sanded.

5.6 At the end of the construction process when all components have been attached to the underside of the floor, the perimeter joints and all other joints are sealed with Foamsulate™ expanding-type foam resin sealant prior to undercoating.

Cage to Cab Mounting

Section 6

6.1 The rear panel on the back of the chassis cab is removed. Then steel cage construction is attached to the cab using cage to cab braces and steel tubing. This assembly consists of vertical and horizontal welded steel tubes as a roll cage with the vehicle cab and as channel assemblies to attach the vehicle cab to the cage welded on one end and "huck" riveted on the other end.

6.2a F-550: A 1" x 1" x 16-gauge steel tube floor assembly is attached to the component body floor; which steps down into the cab area. Attachment to the floor of the cab is accomplished through "huck" rivets and welded.

6.2b Freightliner S2C: A channel floor assembly is attached to the component body floor. This assembly is a 2" x 2" 11-gauge angle designed to join the component body floor and cap. Attachment to the floor of the cab is accomplished through "huck" rivets and welded.

External Body

Section 7

7.1 Crane Composites Nobel® Select Exterior Sidewall Panels are used for the external body sidewalls. The composite material is a high gloss, exterior, gel-coated panel with UV protection and environmental properties. The external body consists of two individual panels, which facilitate and simplify the repair and/or replacement of any damaged panels.

7.2 Before the body panels are attached to the steel cage construction after the primer has been applied and dried, a ¼" V-bead of Manus-Bond, a high-strength bonding adhesive/sealant, is applied to the steel cage to bond the composite panel to the steel. After the adhesive is applied, the composite panel is attached to the steel cage construction and secured with 1/8" pop rivets along the perimeter of each panel. After the body panels are secured in place the window openings are routed out and removed. A drip rail gutter the length of the sidewall body panel is added with waterproof rivets above the window cutouts.

7.3 The sidewalls are insulated with closed cellofoam 1" type #1 density EPS expanded polystyrene. The insulation provides high-quality sound deadening and temperature control properties.

7.4a F-550/ Freightliner S2C: The lower body panels consist of contoured molded fiberglass skirting. The skirting is braced on the backside of the skirt to the steel cross-members using braces and rivets. The seam between the body panels and skirts is sealed with Loctite® 5510 adhesive. A 2" aluminum retainer trim (F-550 and Freightliner S2C: 1" aluminum retainer trim) is screwed into place with exterior perimeter fasteners over the seam created by the sidewall material and skirt joint. A cosmetic paintable vinyl seal trim covers the retainer trim and fasteners.

7.5 The front cap is constructed of durable reinforced fiberglass and is a one-piece assembly, built for strength. The cap is attached to the vehicle cab and the superbowl roof assembly with Loctite® 5510 adhesive and 1" aluminum retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal. The transitions (from body to cab) are attached in the same method and bolted to the roof cap.

7.6 The rear cap is constructed of durable reinforced fiberglass is a one-piece assembly, built for strength. It is attached to the rear wall and cage assembly with Loctite® 5510 adhesive and 1" retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal.

7.7 The body roof is a one-piece pre-molded durable reinforced fiberglass panel. The roof panel follows the curve of the roof bows and overlaps the top of the sidewalls. This seamless one-piece roof design minimizes the potential for leaks.

Bumpers and Mud Flaps

Section 8

8.1 The vehicle is equipped with the chassis manufacturers' standard front bumper.

8.2 The standard rear bumper is a heavy duty power-coated steel assembly. Mounting is achieved through steel bracket assemblies attached directly to the vehicle frame extension. Other bumper options are available.

8.3 The vehicle is supplied with OEM front mud flaps and Turtle Top rear wheel mud flaps installed with supports.

Ceiling and Sidewalls

Section 9

9.1 The interior ceiling and sidewalls are one-piece reinforced fiberglass assemblies consisting of AZDEL Superlite® and Crane Composites Kemlite® FRP. Superlite® is a light weight thermoplastic composite sheet comprised of fiberglass and polypropylene resin; it is formaldehyde free. Superlite® is a backer for Kemlite® FRP, a durable bright white reinforced plastic material with a "pebbled" embossed surface; it's cleanable, and stain and scratch resistant. The ceiling is adhered to the interior surface of the roof bows using 3/8" rivets at each ceiling bow. The sidewalls are one-piece sections from the top header tube to the top of the wall seat track and the sidewalls are adhered to the interior surface with rivets at the top and bottom of the sidewalls into the wall bows.

9.2 Below the wall seat track (if bus style seats are installed) to the floor is a Superlite®/Kemlite® panel attached similar to the ceiling and sidewalls. Black plastic "mop board" material is attached where the wall meets the floor along the inside perimeter of the bus to channel water away from the wall during cleaning.

9.3 Optional ceiling and sidewall materials consist of vinyl or limo cloth. Also available is Nanocide™ antimicrobial vinyl ceiling and sidewall material which reduces the risk of contamination from bacteria and fungus.

Floor Covering

Section 10

10.1 Industrial contact adhesive is applied to the AdvanTech® composite wood panel sub-flooring and black industrial grade R.C.A. Rubber Transit-Flor® flooring prior to mating the rubber to the wood panel sub-floor material. The rubber flooring material is smooth with a ribbed aisle. Optional colors of rubber flooring are available as well as Altro brand flooring and faux wood.

10.2 The entrance step-well treads are ribbed rubber and include color contrasted metal reinforced rubber step tread nosing edges. The step nosings are installed with adhesive and #8 x 3/4" zinc screws. Smooth rubber is installed on the step risers.

10.3 Carpeted floor option: industrial contact adhesive is applied to the AdvanTech® composite wood panel sub-flooring and the carpet prior to mating the carpet to the wood panel sub-floor material in the passenger compartment area. Sidewalls from floor to seat rails are carpeted. The entrance step-well treads are covered with rubber and color contrasted step edges using the same method as the standard rubber floor covering. Smooth rubber is installed on the step risers.

Stanchions, Grab Rails and Barrier Panels

Section 11

11.1 The stanchions and grab rails are manufactured by ASC Industries of 1¼" OD high grade, low carbon type 304 stainless steel clad tubing. Where possible, the stanchions are bent or welded to eliminate fasteners. An angled grab rail is installed on the right and left sides of the entrance door. Additional entry grab handles and ceiling overhead grab rails are available as well as colors and antimicrobial covers.

11.2 Modesty barrier panels and stanchion are standard behind the driver as well as on the passenger side just rearward of the entrance door. The modesty barrier panels are made of stanchion material and vinyl/fabric covered foam padded ½" plywood. The driver's side modesty panel can include an optional plexiglass driver barrier shield.

11.3 All stanchions, grab bars, passenger assist devices, and barriers comply with all applicable ADA requirements for strength and placement.

Entrance Doors

Section 12

12.1a F-550: The driver and co-pilot cab entrance doors are standard chassis manufacturers' doors. Co-pilot cab door delete is available for the in-cab front entrance doors. Fiberglass running boards are standard.

12.1b Freightliner: The driver and co-pilot cab entrance doors are standard chassis manufacturers' doors. Steps are installed at each cab entrance door for convenience and safety for cab entry and exit. Freightliner S2C cab steps retain the OEM aluminum steps. F-650/F-750 and Freightliner M2 106 OEM cab steps are installed above the fuel saddle tanks; steps are covered with fiberglass steps and capped with stainless steel step grates.

12.2 The commercial style bi-fold entrance door panels are from A & M Systems. The door systems is an electrically operated opening/closing door system which is driver controlled through the switch panel.

12.3 Doors are corrosion resistance through the use of aluminum, stainless and zinc plated components. Doors are clear coat anodized finish and door leaf glass panels are tempered AS2 tinted glass.

12.4 Torque arms are located on the upper hinges. Doors have radius edges on the hinged side to ensure proper mating to the vertical seal and to prevent air and moisture from entering the door entrance when closed. The edges of the doors have a flexible rubber safety seal which seals the door area from weather and air infiltration. It will also prevent serious injury if someone should inadvertently be caught in the closing of the door.

12.5 An optional swing out style single (plug) electrically operated door is available. The single plug door is constructed with steel framing and sidewall material and is painted to match the exterior of the bus. It has a single window installed within the door and rubber door seals for preventing air and moisture penetration.

12.6 An optional single "sedan" style recreational vehicle manual door with or without window is also available.

Windows

Section 13

13.1 The bus compartment side body windows are Clear Vision Flush Mount (FM) series bonded contoured windows in both solid stationary and egress forms. Windows are a 5/32" thick tempered contoured glass panel measuring 29" x 34-5/8". All windows are installed using the manufacturers provided trim ring in every screw location provided. Optional T-sliders, Vista (30.375" x 44.75") height or dual-pane windows are available. Windows are available with clear, light, dark or reflective automotive glass.

13.2 The standard rear wall passenger compartment window is an emergency egress window which measures 29" x 54". Instead of a rear wall egress window, a rear emergency exit door (with or without windows) or rear luggage area access door is optional.

13.3 Optional Elite Series bus windows in a "frameless" bonded contoured surface mount style in both solid stationary and egress forms in Vista height are available.

13.4 An optional front cap Vista View (forward wide viewing) laminated glass window is available.

13.5 All egress windows meet applicable C/FMVSS 217 standards.

Electrical System and Lighting

Section 14

14.1 The electrical system operates by the use of an ignition controlled power distribution printed circuit board designed for high reliability and ease of trouble shooting. A driver-friendly controlled switch panel of heavy-duty lighted rocker switches remotely operates the main control board and contains the climate control system and ADA lighted indicators. The switch panel is also based on the same proven printed circuit board technology used in the main control board and is connected to the main control board by a highly reliable multi-conductor data cable.

14.2 The major controlling, protection, and other electrical components are located in easily accessible compartments above the driver and co-pilot. The 12 Volt circuit protection is achieved using ATO automotive fuses.

14.3 The system is supplied directly from the OEM batteries and a #2 gauge cable protected by a 125 amp slow-blow fuse battery shut-off switch. All battery cable

connections are double-crimped and protected by heat shrink water-tight sealed tubing. Battery cables and external wires are protected by high temperature split convoluted conduit. All external connections are coated with an anti-corrosion spray to help prolong terminal life and avoid voltage loss. Where battery relocation is chosen as an option, the box and slides used will be protected from environmental elements and corrosion resistant. The enclosure will keep the batteries from being exposed yet provide adequate ventilation and accessibility.

14.4 Wiring consists of rugged, custom built wiring harnesses for all interior and exterior components. Wires run the length of the vehicle on the driver and passenger sides and are easily accessible by removing wire covers (corner boards) located where the side walls meet the ceiling. Cable tie bases are secured to the steel framework of the body using screws and all wires are attached to the bases using durable nylon ties. All wiring harnesses are constructed of high-temperature type-GXL wire for 12 Volt circuits providing a safe and reliable electrical system. Weather Pack environmentally sealed connectors are used for all exterior applications. Butt-style connectors are restricted. Each wiring circuit is color coded and labeled for ease of identification. All cabling is solder sealed and machine crimped. Wiring follows Ford QVM recommendations (F-550/F-650/F-750).

14.5 All interior lights are LED. All exterior lights are LED. Convenience lighting is installed in the cab and stepwell. Lighting is designed for ease of use and maintenance. All lighting products are wired for use with the driver controlled switch panel or with optional paratransit equipment, and/or through automatic switches. Interior dome light packages are available for passenger safety and convenience. Exterior lighting consists of long lasting heavy duty LED running, clearance, brake, and stop/tail/turn lamps. Additional optional interior and exterior lights are available such as destination signage, optional reading lights, dome lights, stepwell and exterior lighting. All lighting products meet or exceed the standards specified in C/FMVSS 108.

14.6 Vehicle is equipped with a back-up alarm for safety. Optional reverse camera systems or rear object detectors are available.

Auxiliary Heating and Air Conditioning

Section 15

15.1 OEM cab heating and air conditioning provide cabin comfort for the driver. Passenger compartment heating and air conditioning systems are installed per customer specifications. Choices for air conditioning include ACC Climate Control, ProAir / American Cooling Technologies (ACT), and Trans/Air® Manufacturing. Configuration choices include skirt or roof mount condensers, inclusive with heat, and optional digital thermostat and system diagnostics. Manual shut-off valves are standard.

15.2 Heating options comprise of auxiliary heaters of coolant or fuel fired systems as well as being in combination with the air conditioning system.

Seating and Seat Belts

Section 16

16.1 For the driver/co-pilot seating equipment, all OEM belts and securement hardware are retained and re-installed per the vehicle equipment manufacturer's IVM (Incomplete Vehicle Manual). The driver's and co-pilot's seats are OEM seats and can be recovered with fabrics matching the passenger compartment seating.

16.2 Passenger compartment transit style seating is installed into seat track; channel runs the full length of each sidewall and the floor. Rolled steel seat track is placed on the centerline of steel channel for strength. The seat frames are then bolted into track nuts placed into the seat track and torqued to specifications. Optional seating configurations are available such as perimeter seating, limo salon seating, and foldaway or flip seating located over wheelchair positions for ambulatory passenger use when a wheelchair position is not used.

16.3 Many different seat options, sizes, and fabric choices are available. Passenger seating products are supplied by Freedman Seating Company, HSM Solutions, or Premier Products. All frames and seats are constructed using the highest quality standards to meet customer comfort expectations and safety. Seats encompass various configurations from stationary, reclining, single, double, flip, fold-away with options such as arm rests, foot rests, grab bars, seat belts, snack trays, cupholders, and assorted other features. For passenger safety, seating products have been tested to meet or exceed FMVSS 207/210 and FMVSS 225 for child restraint seats.

16.4 Different fabric choices are vinyl, fabric, and faux leather. Vinyl is also available in antimicrobial Nanocide™ material which reduces the risk of contamination from bacteria and fungus. All materials and fabrics meet or exceed C/FMVSS 302 flammability standards.

16.5 Forward facing seats have 2-point lap seat belts installed as standard. 3-point seat belts integrated into the seat assembly are available on certain seating styles.

Primer, Paint and Undercoat

Section 17

17.1 The entire steel cage body assembly is painted with a primer for corrosion protection prior to sidewall and roof assembly. Precautions are used to ensure the primer is applied to proper parts and assemblies.

17.2 Turtle Top uses AkzoNobel automotive finishes for a superior exterior paint and protection finish. AkzoNobel and Turtle Top are leaders in the use of automotive waterborne low VOC compliant paint products which meet VOC content emissions limits governed by federal and state air quality requirements. Vehicles are finished in a standard white coating. Optional paint choices include commercial color painted ground effect skirting or overall body color painted, high end clear coating, and a high end show quality full body and cab paint. Optional lettering and graphics are also available.

17.3 At the end of the construction process the joints on the underneath side of the vehicle are sealed with an expanding-type foam sealant prior to undercoating. Then the vehicle is thoroughly sealed with a water-based undercoating material. The foam sealant and undercoat material seals against moisture, dust infiltration, and underside noise. Special consideration is taken to ensure no undercoating is applied to any OEM parts per QVM specifications.

Options

Section 18

18.1 Optional Equipment Items: electric entrance door key switch, rear emergency exit door or luggage door, rear luggage compartment, overhead luggage racks, moveable luggage wall, exterior skirt storage, audio and video packages, speaker packages, exit warning lights and alarms, roof hatch, destination sign, high gloss walnut wood package, restroom package, electric rear fold-down step, heated entrance door step, tire carrier, rear camera, upgraded alternator, 120 Volt recepts, USB charging stations, MOR/ryde rear suspension package (for F-550 only), heated and remote exterior mirrors, and limo coach package as well as other features for passenger comfort and convenience.

18.2 Paratransit: Braun or Ricon® wheelchair lift, Q-Straint/Sure-Lok® occupant and wheelchair restraints, and ADA signage.

Dimensions

Section 19

Odyssey XL:

F-550:

Interior Height:	79.625"
Interior Width:	97.75" (wall to wall)
Exterior Height:	125" (excluding any roof top A/C system)
Exterior Width:	102"
Ground to 1 st Step Height:	12"
Step Riser:	8.3"
Step Depth:	10"
Interior Floor Length:	219", 231", 255", and 285"
Overall Vehicle Length:	384.6" (29' 1"), 360.1" (30' 1"), 384.6" (32' 1") and 414.6" (34' 6.6")
Wheelbases:	201" wb (219" floor), 213" wb (231" floor), 231" wb (255" floor), and 255" wb (285" floor)

Freightliner S2C:

Interior Height:	79.625"
Interior Width:	97.75" (wall to wall)
Exterior Height:	133" (excluding any roof top A/C system)
Exterior Width:	102"
Ground to 1 st Step Height:	13.75"

Step Riser:	9"
Step Depth:	10"
Interior Floor Length:	255", 285", 311", and 330"
Overall Vehicle Length:	375" (31' 3"), 405" (33' 9"), 431" (35' 11"), and 450" (37' 6")
Wheelbases:	213" wb (255" floor), 233" wb (285" floor), 260" wb (311" floor), and 279" wb (330" floor)

Testing

Section 20

20.1 All Turtle Top vehicles are manufactured and tested in accordance with all applicable Federal Motor Vehicle Safety Standards as described in 49 CFR Part 571 in coordination with the chassis manufacturers' Incomplete Vehicle Manual. Turtle Top also meets applicable Transport Canada Canadian Motor Vehicle Safety Regulations (CMVSS Standards). Testing documentation is available from the Turtle Top Engineering Offices upon request.

20.2 Turtle Top is a certified vehicle modifier of both Ford and GM incomplete vehicles, and is a member of the NTEA (National Truck Equipment Association), CTEA (Canadian Transportation Equipment Association), MSBMA (Mid-Size Bus Manufacturers Association), and is registered with the National Highway Safety Administration as a vehicle manufacturer. Turtle Top is a Transit Vehicle Manufacturer (TVM) eligible to bid on federally funded transit agency contracts in accordance with the regulations on Disadvantaged Business Enterprises (DBEs) as administered by the Department of Transportation (DOT) Federal Transit Administration (FTA) Office of Civil Rights.

20.3 All vehicles manufactured by Turtle Top are consistent with the highest quality standards; all vehicles are inspected continuously throughout the build process. Quality assurance teams are responsible for the daily implementation of the Turtle Top QA program and to ensure each Turtle Top vehicle meets or exceeds quality standards.

Commercial Motor Vehicles

Section 21

1.0 A certified driver's license (CDL) is not needed to operate the vehicle if the total occupancy (driver plus passengers) is 15 or under; 16 total occupants and above requires a CDL. The vehicle's GVWR is more than 10,001 pounds; therefore the vehicle may need a U.S. Department of Transportation number. The vehicle operator may need a valid medical examination and the driver may need to meet the requirements of the Hours-Of-Service (HOS) regulations. Check the state's or province's regulations where the vehicle will be registered and also the U.S. or Canadian federal motor carrier guidelines for specifics.

Turtle Top

Division of Independent Protection Co., Inc.
67819 State Road 15
New Paris, Indiana USA 46553
Phone: 574 831-4340

Fax: 574 831-4349

E-mail: tsp@turtletop.com

Website: www.turtletop.com



City Council Agenda Report

Agenda Item No. 7.d.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND AUTHORIZE STAFF TO READVERTISE FOR NOTICE INVITING BIDS (NIB) FOR THE AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT (PROJECT NO. 252)

SUMMARY: The project at the South El Monte Aquatics Center (1500 Central Avenue, South El Monte, CA 91733) includes the demolition and removal of debris associated with the project, and installation of new swimming pool plaster, tile, drain covers, coping, pool lighting, and all additional items included with the pool replastering project. Due to discrepancies on the bids received, staff seeks City Council approval to reject all bids and authorize staff to readvertise for construction bids.

RECOMMENDED ACTION: Staff recommends City Council reject all bids and authorize staff to readvertise the Notice Inviting Bids for the Aquatics Center Swimming Pool Replastering project.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council.

DISCUSSION: The project at the South El Monte Aquatics Center (1500 Central Avenue, South El Monte, CA 91733) involves the demolition and removal of debris associated with the project, as well as the installation of new swimming pool plaster, tile, drain covers, coping, pool lighting, and all other necessary components included with the pool replastering project.

The construction portion of the project was advertised on November 15, 2023. The following three (3) bids were received by the City at the Bid Opening held on January 17, 2024, at 2:00 PM. Below is the list of Bidders and Bid amounts:

Bidder Name (from low to high)	Bid Amount
USA Construction	\$469,587.73
Condor, Inc.	\$593,000.00
Gardner Outdoor and Pool Remodeling	Contractor did not provide a bid schedule as part of its bid. Therefore, total bid amount is not provided.

Staff conducted a bid analysis including verifying CA contractor's licensing, Department of Industrial Relations (DIR) registration, as well as checking state and federal debarment files. The following bid irregularities were identified during the review process:

The bid from Gardner Outdoor and Pool Remodeling did not include a Bid Schedule as part of their bid submittal and lacked a total bid amount.

USA Construction's bid omitted Addendum 1 but acknowledged Addendum 2. Additionally, subcontractors were not listed on page B-16 of the bid, with the contractor stating that they would provide this information before final agreement if necessary. Furthermore, the contractor did not include the revised bid schedule, per addendum 2, in its bid. The revised bid schedule per addendum 2 materially changed the work and was not included in their bid.

Condor, Inc.'s bid also failed to incorporate the revised bid schedule per Addendum 2, which contained substantial changes to the work.

All three (3) bids received for the project had irregularities, as identified above. Therefore, staff recommends that the City Council reject all bids and authorize staff to re-advertise the construction bid package for the Aquatics Center Swimming Pool Replastering project.

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. (SEM) NOTICE INVITING BIDS SEM SWIMMING POOL REPLASTERING 02-15-24(963257.1)

**NOTICE INVITING SEALED BIDS
FOR
AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT**

**LACDA Project Number: 602691-24
City Project No.: 252**

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 2:00 pm on March 27, 2024, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. The project involves removal of existing plaster and installation of new pool plaster and related work to small and large pools at the Aquatic Center facility located at 1500 Central Avenue, South El Monte, California 91733. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be mailed.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. All blank spaces in the proposal shall be properly filled. No oral, telegraphic or telephonic proposals or modifications will be considered.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amounts are for the purpose of comparison of bids only.

DISQUALIFICATION OF BIDDERS: No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

TIME OF COMPLETION. The Contractor shall complete all work within 60 working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is \$500,000.

MANDATORY PRE-BID MEETING. A mandatory pre-bid meeting will be held on March 13, 2024 at 10:00 am, at the project site (Address: 1500 Central Avenue, South El Monte, California 91733). No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts, those provisions will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

FEDERALLY FUNDED CDBG PROJECT: This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

The cost of this project is over \$100,000, and this will be a HUD Section 3 construction contract. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

DISADVANTAGED BUSINESS ENTERPRISE (“DBE”): There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response

to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class C-53 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

SUBCONTRACTOR'S LIST: The bid must state the name, location of the place of business, and the California contractor license number of each subcontractor who will perform work 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 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 0.5% percent of the prime contractor's total bid or \$10,000, whichever is greater. The prime contractor shall list only one subcontractor for each portion of the work as is defined by the prime contractor in his or her bid.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor, unless federal regulations/policies do not allow the substitution of securities. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

RETENTION OF RECORDS. Contract shall retain all records for 5 years.

LIQUIDATED DAMAGES. Liquidated damages is \$500 per calendar day.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

If there are any questions regarding this project, please contact in writing via e-mail:
Okan Demirci
okan.demirci@transtech.org

All inquiries must be submitted in writing.



City Council Agenda Report

Agenda Item No. 7.e.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-131, ENTERING INTO A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CalTrans) FOR THE MERCED AVENUE GREENWAY PROJECT

SUMMARY: The Merced Avenue Greenway is currently under construction to help maximize the City's opportunities to clean and capture stormwater, reduce greenhouse gas emissions and urban heat island effect, and provide safe active transit connections to local parks, schools, and river connections. The project is currently in the design phase and is anticipated to go out to bid for construction in January 2025.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-131, entering into the 2023 CalTrans Clean California Local Grant Agreement; and
2. Authorize the City Manager or designee to negotiate and execute the Agreement.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. The State grant award will support the overall construction of the Phase II of the Merced Avenue Greenway North Corridor.

DISCUSSION: As long-term partners on the Merced Avenue Greenway Project, the non-profit organizations Council for Watershed Health, Active SGV, and Climate Resolve worked with the City to develop and submit a series of grant applications in Spring 2023 to support the construction of the Phase II – North Corridor (currently estimated cost - \$11,918,000) as well as engagement, monitoring, technical assistance, and training activities around implementation. The City highlighted the community-driven and “multi-benefit” aspects of the project (e.g., increasing groundwater recharge, improving water quality, creating public green-space and transportation corridors, and expanding urban forests) to leverage grant opportunities across multiple State, Federal, and County resources.

The CalTrans Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. Approximately \$100 million was added to the CCLGP to be made available in the fiscal year (FY) 2023-2024 State budget. Pursuant to statute, the intent of the CCLGP is to achieve the following goals: (1) reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces; (2) enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect; (3) enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation; and (4) advance equity for underserved communities. All awarded projects must be completed and all implementation funds must be expended by June 30, 2026 (<https://cleancalifornia.dot.ca.gov/local-grant-program>).

This innovative Greenway partnership between the City of South El Monte (as the lead entity) and non-profit/community-based organizations include:

Council for Watershed Health (CWH)— A 501(c)3 non-profit organization with experience in watershed resource planning using GIS, green infrastructure, environmental assessment, and community engagement. CWH understands the complexities of engaging multiple City agencies, residents, and project stakeholders on large and complex infrastructure projects. It has technical expertise in the design and construction of public right-of-way green infrastructure and stormwater Low Impact Development (LID) projects. CWH serves as the project lead on water resource issues as they pertain to the operations and maintenance of green infrastructure elements, pre- and post-construction project performance monitoring and reporting, and the use of native plants and climate-appropriate plants in urban landscape projects.

ActiveSGV— A 501(c)3 community-based nonprofit organization focused on community, open streets, transit improvements, green infrastructure, and advocacy for a more sustainable, equitable and livable San Gabriel Valley. ActiveSGV staff has a long history of working with community residents in the City of South El Monte and understands the needs of its members. ActiveSGV will serve as the lead technical advisor on community engagement and stewardship on the greenway. As is their role for the Phase I – southern corridor, ActiveSGV staff will continue to help develop unified messaging and galvanize local support through information sharing about integrated water management and parallel community benefits.

Climate Resolve— A Los Angeles-based 501(c)3 nonprofit organization dedicated to creating practical solutions to meet climate challenges. Climate Resolve is a national leader in building collaborations to implement regional climate initiatives, developing communication strategies that make local climate impacts relatable to people. It will be integral to this project in sharing and contextualizing the climate science that results from this effort with policy-makers and other local leaders to develop workable climate mitigation and adaptation strategies. It serves as the technical lead on heat island mitigation monitoring and climate resiliency education.

Prior to the County of Los Angeles executing a grant agreement, the City is required to adopt a resolution authorizing a representative to sign the grant agreement, amendments, and requests for disbursement on behalf of the City.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 24-131
- B. Grant Agreement
- C. Transmittal Letter

ATTACHMENT A

RESOLUTION NO. 24-131

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER A GRANT
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE MERCED AVENUE GREENWAY
PROJECT**

WHEREAS, the City Council of the City of South El Monte is eligible to receive Federal and/or State funding for certain transportation planning related plans through the California Department of Transportation (“CalTrans”); and

WHEREAS, the City is currently in the design phase of the Merced Avenue Greenway Project, which will help maximize the City's opportunities to clean and capture stormwater, reduce greenhouse gas emissions and urban heat island effect, and provide safe active transit connections to local parks, schools, and river connections; and

WHEREAS, the City worked alongside Council for Watershed Health, Active SGV, and Climate Resolve, long-term partners of the Merced Avenue Greenway Project, to prepare and submit grant applications for funding; and

WHEREAS, the City applied to receive project funding from CalTrans Clean California Local Grant Program (“CCLGP”) and was subsequently selected by CalTrans to receive funds under the CCLGP; and

WHEREAS, a Restricted Grant Agreement with CalTrans before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS, the City of South El Monte wishes to authorize the City Manager or his designee to execute the grant agreement, any amendments thereto, and requests for disbursement on behalf of the City.

**NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES
AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. The City Council hereby authorizes and directs the City Manager to negotiate and execute the Restricted Grant Agreement with CalTrans, any amendments thereto, and request for disbursement on behalf of the City subject to the City Attorney’s approval as to form.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-131 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 27th day of February 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF SOUTH EL MONTE**, hereinafter referred to as **AGENCY**, will commence on September 15, 2023, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Merced Avenue Greenway Project – Northern Corridor project, hereinafter “Project”, subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** agrees that it is not requesting an advance payment, and that it may not hereafter request an advance payment.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

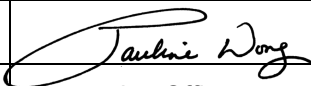
California Government Code Section 14460(a)(1) provides: “The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department.”

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2023/24	\$3,157,000.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of Local Funds	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$2,935,000.00
	Total Participating Costs	\$3,157,000.00
	Total Non-Participating Costs	\$2,935,000.00
	Total Project Costs	\$6,092,000.00
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Pauline Wong		12/1/2023	\$3,157,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is John Poehler, (626) 652-6802.
- b. **CALTRANS'** District Grant Manager is Tammi Altamirano, (213) 266-3601. "District Grant Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of South El Monte

Attention: John Poehler, Director of Public Works
Phone Number: (626)652-6802
Email: jpoehler@soelmonte.org
1415 Santa Anita Ave.
South El Monte, CA 91733

California Department of Transportation

District 7/Division of Local Assistance
Attention: Tammi Altamirano, Clean California Local Grant Manager
Phone Number: (213) 266-3601
Email: tammi.altamirano@dot.ca.gov
100 South Main Street
Los Angeles, California 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on September 15, 2023, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Grant Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$3,157,000.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Grant Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other

party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of

Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall be complete with all of the following sections in the invoice completed:
 - 1) Section 1: Invoice
 - 2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs
 - 3) Section 3: Billing Summary
 - 4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually

received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.

- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.

- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its

agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior

written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14b, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
- 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.

b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.

c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.

d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns

(including television and social media campaigns), education, and exhibition catalogues or other similar publication.

- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
 - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- b. **Artwork:**
- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
 - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this

RGA.

- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its

contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

- c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character

establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SOUTH EL MONTE

By: _____

By: _____

Printed Name:
Gretchen Chavez

Printed Name: _____

Title:
Office Chief
Office of Innovative Programs
Division of Local Assistance

Title: _____

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
OFFICE OF INNOVATIVE PROGRAMS
Clean California Local Grant Program

<https://cleancalifornia.dot.ca.gov/local-grant-program>



Transmittal Letter

December 11, 2023

Dear Grant Recipient:

Congratulations on being selected as a Cycle 2 awardee for the Clean California Local Grant Program (CCLGP)! A list of Cycle 2 awarded projects can be found here: <https://cleancalifornia.dot.ca.gov/local-grant-program/local-grants-cycle-2>. Please note the CCLGP is a reimbursement program. Reimbursable work cannot commence on a project until you have a fully executed (i.e., signed) Restricted Grant Agreement (RGA) with Caltrans. Included in our email is the RGA document for your review and signature. The Agreement will need to be executed by both your agency/Tribe and Caltrans before project work can begin. **This letter is not a Notice to Proceed.** No funds will be released to a grant awardee until the RGA is fully executed/signed by both parties. **Expenses incurred prior to the execution of the grant agreement cannot be reimbursed or counted towards any local match requirements for a project.**

In addition to the RGA, an *Amendment to the Grant Agreement* may be included for your review and signature based on previous discussions between your agency/Tribe and your District CCLGP Grant Manager. We encourage you to continue to reach out to your District CCLGP Grant Manager with any questions you may have on these proposed changes to the Grant Agreement. If the Amendment is not included for your review, this is not applicable to your project.

A complete RGA package, that includes the following list of documents, will need to be returned to your District CCLGP Grant Manager before the RGA can be fully executed by Caltrans. Copies of forms that need to be completed and samples of documents have been emailed with this letter.

- RGA signed by authorized signatory as noted in the agency resolution (see page 2 for details on the agency resolution).
- If applicable, amendment to Grant Agreement signed by authorized signatory.
- Checklist of Documents to include in the RGA Package.

- An updated Payee Data Record (form STD. 204) **OR** W-9 form. Tribes should submit the STD 204 form instead of the W-9 form since they are sovereign nations. These forms ensure Caltrans has the right information to process grant payments. If you have not done so already, please email one of these forms to Payee.Data.Records@dot.ca.gov and CC your grant manager. In the email, please request confirmation when the form has been processed by Payee Data Records and a Vendor ID has been generated.

If your agency or Tribe has previously completed one of these forms for another Caltrans project and already has a Vendor ID, please submit this form again to Payee.Data.Records@dot.ca.gov, to ensure that Caltrans has the most up to date information for your agency/Tribe and that it will receive reimbursements in a timely manner.

While completing a form, if you decide to include a Social Security Number (SSN#) instead of the other Tax Identification Numbers, please black the SSN# out, and once the form is received, Payee Data Records will call your agency for the SSN#.

- An agency (i.e., Board, City Council, or Tribal Government) resolution or similar approval document approving the project and authorizing the agency/Tribe to execute the restricted grant agreement with the State of California, Department of Transportation. A sample resolution has been sent with this letter that you can complete with your agency or Tribe's information and present to your agency/Tribe for approval. Note, some local agencies have a blanket resolution authorizing it to receive state funds and identifying specific managers to sign contracts up to a certain dollar amount. If that applies to your agency/Tribe, you can provide this blanket resolution that authorizes the person signing the RGA instead. In general, if you have an existing resolution that you would like to use instead of the sample resolution provided, please reach out to your District Grant Manager to confirm that it meets the criteria for an agency or tribal resolution. **Also, if you already submitted a resolution with your grant application, please confirm with your District Grant Manager that it meets the criteria for a resolution and that it is still accurate/applies.**
- If requesting reimbursement for indirect costs, an approval letter(s) of the indirect cost rate for the fiscal year(s) that your agency/Tribe will be claiming indirect costs from either Caltrans or the federal cognizant agency must be provided. See page 29 of the [Cycle 2 Program Guidelines](#) and the Caltrans Internal Audits Office (CIAO) website for details: <https://dot.ca.gov/programs/audits>.

To ensure the success of your project, please note the following:

- The Clean California Local Grant Program (CCLGP) homepage is located here: <https://cleancalifornia.dot.ca.gov/local-grant-program>. Resources, including the Cycle 2 Program Guidelines, are available to awardees from this main page. Please re-familiarize yourself with the Grant Guidelines. They will be included in the RGA package as an attachment.
- Invoicing must occur on a regular and timely basis. This is no more frequently than monthly and no less frequently than every six months for projects not requesting advance payments. If your agency or Tribe requested an advance payment, your agency/Tribe shall **invoice monthly** (refer to the section “Advance Payment Process” of the [Program Guidelines](#)). Awardees who requested advance payment will be receiving instructions on how to complete an invoice for this payment, when they receive the executed grant agreement and Notice to Proceed.
- For an item to be reimbursed, it must have been included in the project’s Scope, Cost, and Schedule, align with the [Program Guidelines](#) (see the sections “Eligible Activities and Expenses” and “Ineligible Activities and Expenses”), **and comply with [2 Code of Federal Regulations \(CFR\), Part 200](#)**.
- If requesting reimbursement of funds to be electronically deposited directly to the agency or Tribe’s account, please complete the *Electronic Funds Transfer Document* (FA-2656). Note that participation in the EFT program is limited to local agencies that do not have delinquent account receivables with Caltrans. The Federal Employer Identification Number (FEIN #) can be listed on this form. If the SSN# is listed instead, please black this out, and once the form is received, Payee Data Records will call the requestor for the Social Security Number. Mail original form with **wet signatures**, along with a voided check or a bank reference number, directly to:

Division of Accounting – MS 33
Attn: Suet Wong/Payee Data Records
P.O. Box 168043
Sacramento, CA 95816

It is recommended that when submitting the original form, you include a note requesting confirmation that this form has been processed. Note that it can take up to 30 days between when the form is submitted and when funds can be transferred electronically.

- Quarterly Progress Reports are to be submitted to Caltrans for review in a timely and accurate manner. Your District CCLGP Grant Manager will provide your

agency/Tribe instructions on when and how to submit these closer to when the first report will be due.

- The project must be completed, open to the public, and/or all capital funds expended by **June 30, 2026**. To ensure that the project delivery deadline is met, please ensure you have completed or are close to completing all applicable environmental clearances such as CEQA or NEPA. Also, please verify that any Caltrans encroachment permits or other applicable permits from other agencies have been obtained or are close to being obtained, to ensure that the project delivery deadline will be met.
- Final Delivery Reports and invoicing must be submitted to Caltrans no later than **November 1, 2026**. The final invoice will be paid upon submission and acceptance of the Final Delivery Report.
- Projects may be subject to an audit by Caltrans to evaluate the following:
 - Performance of the project
 - Whether project costs incurred and reimbursed are compliant with the following:
 - Executed RGA and/or approved amendment(s)
 - State and Federal laws and regulations
 - Contract provisions
 - Program Guidelines
 - Approved Indirect Cost Rate
 - Consistency with project scope, schedule, benefits, and project outcomes described in the RGA, approved project application, and/or approved amendment(s).

If you have any questions about the RGA or the CCLGP, please contact your District Grant Manager, **Tammi Altamirano**, Tammi.Altamirano@dot.ca.gov. We look forward to working with you!

Sincerely,



Gretchen Chavez
Caltrans Division of Local Assistance
Chief, Office of Innovative Programs
Clean California Local Grant Program

December 11, 2023

Page 5

Enclosed:

Restricted Grant Agreement
Original Grant Application
If applicable, Amendment to Grant Agreement
RGA Checklist
STD 204 Form and W-9 Form
Agency Resolution
CCLGP Guidelines
Electronic Funds Transfer Document (FA-2656)



City Council Agenda Report

Agenda Item No. 7.f.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-133, APPROVING PLANS AND SPECIFICATIONS AND AWARDING CONSTRUCTION CONTRACT TO JJJ FLOOR COVERINGS, INC. FOR THE SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

SUMMARY: On January 10, 2024, the Engineering Department solicited bids for the Senior Center Flooring Improvements Project. The bid opening date was February 13, 2024, at 2:00 PM. The scope of work includes but not limited to the removal and disposal of existing flooring and installation of new vinyl flooring. The lowest responsive bid was submitted by JJJ Floor Coverings, Inc. in the amount of \$39,158.

RECOMMENDED ACTION: Staff recommends City Council:

1. Review the bids and find that JJJ Floor Coverings, Inc. has submitted the lowest responsive bid;
2. Adopt Resolution No. 24-133, approving plans and specifications for the Senior Center Flooring Improvements Project and awarding a contract to JJJ Floor Coverings, Inc. in the amount of \$39,158 and the additive alternate project scope of \$2,103.48 for a combined grand total of \$41,261.48;
3. Approve a 15% contingency amount of \$6,189.22 for a total project construction budget amount not to exceed \$47,450.70; and
4. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The established budget is as follows:

Contract Award Amount	\$41,261.48
Construction Contingency (15% of contract amount)	\$ 6,189.22
Total Construction Budget	\$47,450.70

The cost of the project was incorporated into the City Council-approved budget for FY 23-24.

DISCUSSION: This project includes the removal and disposal of existing flooring and installation of new vinyl flooring at the South El Monte Senior Center, as part of base bid schedule. Additionally, the project also includes additive alternate scope to install walk-off type fixed floor mats and related work.

The construction portion of the project was advertised on January 10, 2024. The following four (4) bids were received by the City at the Bid Opening held on February 13, 2024, at 2:00 PM. Below is the list of bidders and bid amounts:

Bidder Name (from low to high)	Bid Amount
JJJ Floor Coverings, Inc.	\$39,158.00
Lawrence W. Rosine Co.	\$41,881.00
Genesis Floor Coverings, Inc.	\$50,304.00
Rod West Floor Coverings, LLC.	\$54,400.00

Staff conducted a bid analysis and verified CA contractor's licensing with the Department of Industrial Relations (DIR) registration, state and federal debarment files and references for JJJ Floor Coverings, Inc.

The contractor's base bid schedule amount is \$39,158. The additive alternate bid amount provided by JJJ Floor Coverings, Inc. is in the amount of \$2,103.48. Per the bid package, the award decision is based on the total base bid amount. Per the bid analysis, the bid submitted by JJJ Floor Coverings, Inc. was determined to be the lowest responsive bid. The Bid submitted by JJJ Floor Coverings, Inc. and the bid analysis completed by staff is attached as reference. Staff recommends awarding a construction contract to JJJ Floor Coverings, Inc. in the amount of \$41,261.48, including the additive alternate project scope.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst and the staff from TransTech.

ATTACHMENT(S):

- A. Resolution No. 24-133 re JJJ Flooring(964110.1)
- B. Bid
- C. Bid Analysis
- D. Construction Contract

ATTACHMENT A

RESOLUTION NO. 24-133

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS AND AWARDING CONSTRUCTION CONTRACT TO JJJ FLOOR COVERING, INC. FOR THE SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

WHEREAS, the City of South El Monte desires to remove and dispose of existing flooring and install new vinyl flooring at the South El Monte Senior Center;

WHEREAS, the City solicited bids for the Senior Center Flooring Improvements Project on January 10, 2024, and the City received four (4) bids for the Project on February 13, 2024;

WHEREAS, City staff evaluated all bids and determined JJJ Floor Coverings has submitted the lowest responsive bid for the Project; and

WHEREAS, JJJ Floor Coverings base bid schedule amount is \$39,158 and the additive alternate bid amount is \$2,103.48, for a combined construction cost of \$41,261.48.

**NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES
AS FOLLOWS:**

SECTION 1: The above recitals are true and correct and incorporated by reference.

SECTION 2: The City Council of South El Monte ("City") hereby adopts and approves the plans and specifications for the Senior Center Flooring Improvements Project, with respect to design and criteria. Copies of the plans and specifications are on file in the City's Engineering Department.

SECTION 3: Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that JJJ Floor Coverings has submitted the lowest responsive bid for the Project, in the amount of \$41,261.48, including the additive alternate project scope.

SECTION 4. The City Council hereby authorizes and directs the City Manager to negotiate and execute a construction agreement with JJJ Floor Coverings for the project subject to review and approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement as set forth herein.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-133 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 27th day of February 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

BID

CITY OF SOUTH EL MONTE

SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

City Project No.: 635

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of South El Monte to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. 1 Date: 1/24/24

Addendum No. 2 Date: 2/2/24

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 327775, Class C15, C54, which expires on 7/31/24.

Bidder's Name: JJJ Floor Covering, Inc.

Signature: 

Title: Secretary Date: 2/13/24

Signature: 

Title: Vice President Date: 2/13/24

**CITY OF SOUTH EL MONTE
BID SHEETS FOR
SENIOR CENTER FLOORING IMPROVEMENTS PROJECT**

Bidder's Name: JJJ Floor Covering, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing flooring material and wall base.	1	LS	\$ <u>5,981</u>	\$ <u>5,981.00</u>
2	Preparation of sub-floor including filling, patching, and leveling as required.	1	LS	\$ <u>6,459</u>	\$ <u>6,459.00</u>
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.	6,100	SF	\$ <u>4.38</u>	\$ <u>26,718.00</u>
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>39,158.00</u>

ADDITIVE ALTERNATE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing flooring material and wall base.	1	LS	\$ <u>84.67</u>	\$ <u>84.67</u>
2	Preparation of sub-floor including filling, patching, and leveling as required.	1	LS	\$ <u>169.21</u>	\$ <u>169.21</u>
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.	200	SF	\$ <u>4.25</u>	\$ <u>850.00</u>
4	Install new Walk-Off type fixed floor mats (2 at front lobby entrance. 1 at north door entrance)	120	SF	\$ <u>8.33</u>	\$ <u>999.60</u>
TOTAL ADDITIVE ALTERNATE BID AMOUNT IN DIGITS					\$ <u>2,103.48</u>

The award of Contract shall be based on the **TOTAL BASE BID AMOUNT** only. The **ADDITIVE ALTERNATE BID ITEMS** shown per the **ADDITIVE ALTERNATE BID SCHEDULE** above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the **ADDITIVE ALTERNATE BID SCHEDULE** at the sole and complete discretion of the City as part of the performance of the contract.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right (Items A, B, & C) are considered as included in each and all bid items listed in the bid schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control, Public Convenience and Safety

C. SWPPP Implementation, Erosion Control and BMP'S

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

TOTAL BASE BID SCHEDULE PRICE IN DIGITS: \$ 39,158.00

TOTAL BASE BID SCHEDULE PRICE IN WORDS:

Thirty-nine Thousand One Hundred Fifty-eight

Signature: _____

Title: Secretary

Date: 2/13/24

Signature: _____

Title: Vice President

Date: 2/13/24

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: JJJ Floor Covering, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 4831-A Passons Blvd., Pico Rivera CA 90660
- (4) Telephone: (562) 692-9008 Facsimile: (562) 692-5979
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 327775 C15 & C54
Original Date Issued: 11/12/1976 Expiration Date: 7/31/24
- (8) DIR Contractor Registration Number: 1000003812
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Gigi Gutierrez, Secretary
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: Gigi Gutierrez
Date of Inspection: 1/23/24
- (11) Number of years' experience the company has as a contractor in construction work: 59
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Gigi Gutierrez, Secretary - 4831-A Passons Blvd., Pico Rivera CA 90660 (626) 652-9511
John Kells, Vice President - 4831-A Passons Blvd., Pico Rivera CA 90660 (714) 362-5996

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

N/A

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

N/A

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

N/A

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☒ No ☐
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☒ No ☐

If your answer is "yes" to any part or parts of this question, explain.

- (20) List the last three (3) projects you have worked on or are currently working on for the City of South El Monte:

Monte Vista Elementary School - 2022

South El Monte High School - 2016

City of El Monte Police Dept. 911 Center - 2017

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Yolanda Escobar

Title: Secretary

Signature: _____

Date: 2/13/24

This 13 day of February, 2024

Title: Notary Public

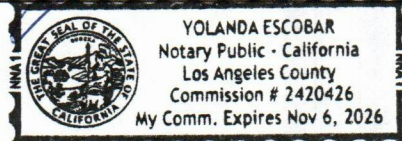
Signature: _____

Signature: Yolanda Escobar

Title: Vice President

Date: 2/13/24

(SEAL)



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.

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Senior Center Flooring Replacement / 23-0042

Project Description Furnished and installed LVT and carpet

Approximate Construction Dates From: 5/26/23 To: 7/20/23

Agency Name: City of Duarte

Contact Person: Jeff Risley **Telephone:** (626) 357-7931 ext.249

Address: 1600 Huntington Drive, Duarte CA 91010

Original Contract Amount: \$ 95,909.00 **Final Contract Amount:** \$ 98,769.50

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change orders were requested by owner to replace flooring in elevator with LVT

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number Orchard Arms Unit Flooring Project / LACDA 20-018

Project Description Removal of existing flooring, subfloor preparation, installed LVT, sheet vinyl, carpet and 4" rubber wall base

Approximate Construction Date From: 12/28/21 To: 5/23/22

Agency Name: Los Angeles County Development Authority

Contact Person: Maureen Au **Telephone:** (626) 586-1781

Address: 700 W. Main Street, Alhambra CA 91801

Original Contract Amount: \$ 475,000.00 **Final Contract Amount:** \$ 475,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number West Knoll Flooring and Painting / 21-014

Project Description Furnished and installed LVT, VCT and 4" rubber wall base

Approximate Construction Dates From: 8/22/22 To: 12/19/22

Agency Name: Thomasville Construction, Inc. (GC- JJJ performed as a subcontractor)

Contact Person: Sergio Archiga **Telephone:** (626) 205-0517

Address: 724 N. West Knoll Drive, Los Angeles CA 90069

Original Contract Amount: \$ 180,000.00 **Final Contract Amount:** \$ 180,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Angeles Mesa Elementary Campus Upgrades / 2030011**Project Description** JJJ removed existing flooring. Installed floor covering new underlayment, LVT, carpet walk off mat and 4" rubber base**Approximate Construction Dates** From: 4/16/21 To: 1/12/22**Agency Name:** Geronimo Concrete, Inc. (GC - JJJ performed as a subcontractor)**Contact Person:** Ricardo Lopez **Telephone:** (323) 225-2016**Address:** 2611 W. 52nd Street, Los Angeles CA 90043**Original Contract Amount:** \$ \$ 462,385.00 **Final Contract Amount:** \$ \$ 462,385.00If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ NoDid the Agency file any claims against you? Circle one: Yes ☒ NoIf you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Narbonne High School / 2230001**Project Description** JJJ replaced deteriorated flooring - installed rubber tile, carpet walk off mat and rubber base**Approximate Construction Dates** From: 8/5/23 To: 8/24/23**Agency Name:** Los Angeles Unified School District**Contact Person:** Eric Liu **Telephone:** (323) 789-7054**Address:** 24300 S. Western Ave., Los Angeles CA 90710**Original Contract Amount:** \$ 82,619.47 **Final Contract Amount:** \$ 82,619.47If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number Longfellow Elementary School / 0539-01

Project Description Furnished and installed carpet tile, walk off mat, LVT and rubber wall base

Approximate Construction Dates From: 6/8/23 To: 8/10/23

Agency Name: Bogh Engineering, Inc. (GC - JJJ performed as a subcontractor)

Contact Person: Hailey De Longchamp **Telephone:** (951) 845-4607

Address: 3610 Eucalyptus Ave., Riverside CA 92507

Original Contract Amount: \$ 144,000.00 **Final Contract Amount:** \$ 125,935.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change order was requested by owner for rubber wall base

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

* Please see attached

GARY GARCIA
ggarcia@jjjfloorcovering.com
(909)282-2325

QUALIFICATIONS

Carpet & Resilient Installation
Coordination & Supervision of Jobs
Inventory Warehouse Maintenance

UNION AFFILIATION

Resilient Floor and Decorative Covering, Local 1247

WORK REFERENCES

<i>2003 – 2017</i>	<i>JJJ Floor Covering, Inc.</i> <i>Pico Rivera, CA</i> <i>Position: Flooring Installer</i>
<i>2017 – Present</i>	<i>JJJ Floor Covering, Inc.</i> <i>Pico Rivera, CA</i> <i>Position: Labor Supervisor & Dispatcher</i>

DAY TO DAY ACTIVITIES

Schedule, coordinate and dispatch installers to job assignments; providing field workorders detailing project requirements. Assign drivers material pick-up schedule for current/future projects.

Meet with and update sales personnel on the status of jobs currently undergoing. Assist customer's incoming calls with questions pertaining to their projects.

Prepare schedule with job assignments for following day(s). Receive update calls from installers with status of jobs and inform of future assignments. Log installer hours to forward for payment processing.

****PERSONAL REFERENCES FURNISHED UPON REQUEST****

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the 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 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 percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
N/A					

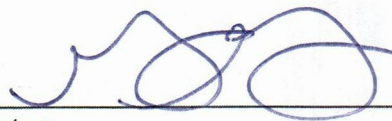
* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORMBidder's Name JJJ Floor Covering, Inc.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	12	449	476	412	499	601	2,449
Total dollar amount of contracts (in thousands of dollars)	473,394	7,326,527	10,410,783	6,371,035	7,554,188	7,987,011	40,122,938
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	1	0	0	1
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	1	0	0	1

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: 
 Title: Secretary
 Date: 2/13/24

Signature: 
 Title: Vice President
 Date: 2/13/24

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: Senior Center Flooring Improvements Project, Project No. 635

WHEREAS JJJ Floor Covering, Inc. 4831-A Passons Blvd. Pico Rivera, CA 90660
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

Old Republic Surety Company PO Box 1635, Milwaukee, WI 53201 - 1635

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Ten percent of the total bid amount

Dollars (\$ 10% of Total Bid), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

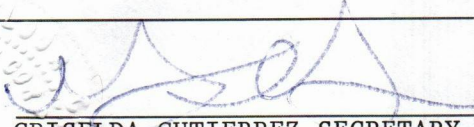
In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

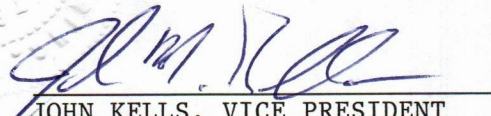
Dated: January 31, 2024

"Principal"

JJJ Floor Covering, Inc.

By: 

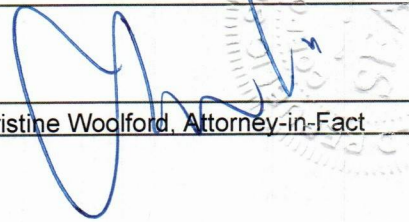
Its: GRISELDA GUTIERREZ, SECRETARY

By: 

Its: JOHN KELLS, VICE PRESIDENT

"Surety"

Old Republic Surety Company

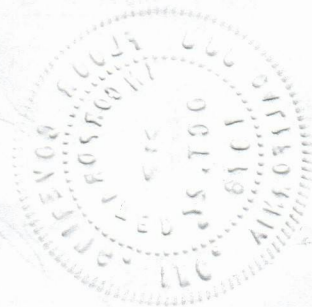
By: 

Its: Christine Woolford, Attorney-in-Fact

By: _____

Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

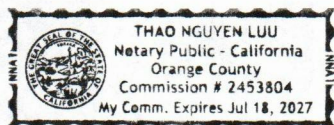
STATE OF CALIFORNIA

County of Orange

On JAN 31 2024 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Christine Woolford

Name(s) of Signer(s)



Place Notary Seal Above

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

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

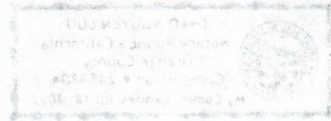
- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

JAN 31 1954





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James W. Moilanen, Yung T. Mullick, Irene Luong, Emilie George, P. Austin Neff, Christine Woolford, Danielle Hanson of Mission Viejo, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 9092



Signed and sealed at the City of Brookfield, WI this 31st day of January, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Bond Exchange

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the
laws of Wisconsin, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 14th day
of December, 19 90, I have hereunto set
my hand and caused my official seal to be affixed this 14th
day of December, 19 90.



NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

By

ROXANI M. GUILLESE
Insurance Commissioner
Victoria S. Sidbury
Deputy

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

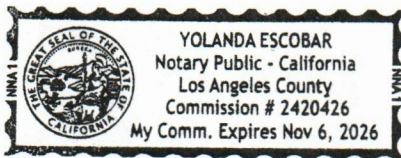
State of California

County of Los Angeles

On February 2, 2024 before me, Yolanda Escobar, Notary Public,

personally appeared John M. Kells and Griselda Gutierrez,

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.

Yolanda Escobar

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond – City of El Monte, Senior Center
Flooring Improvements Project 635

Document Date: January 31, 2023

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: John M. Kells

Signer's Name: Griselda Gutierrez

- ☐ Individual
☒ Corporate Officer – Title(s): Vice President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

- ☐ Individual
☒ Corporate Officer – Title(s): Secretary
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Self

Signer Is Representing: Self

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the Secretary of JJJ Floor Covering, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 13, 2024 [date], at Pico Rivera [city], California [state].

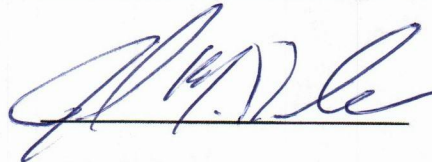
Signature:



Printed Name: Gigi Gutierrez

Date: 2/13/24

Signature:



Printed Name: John Kells

Date: 2/13/24

This form must be notarized.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

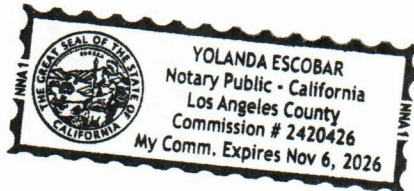
On February 13, 2024 before me, Yolanda Escobar, Notary Public,

personally appeared John M. Kells and Griselda Gutierrez,

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.



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration – City of El Monte, Senior Center
Flooring Improvements Project 635

Document Date: February 13, 2023

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: John M. Kells

- ☐ Individual
☒ Corporate Officer – Title(s): Vice President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Self

Signer's Name: Griselda Gutierrez

- ☐ Individual
☒ Corporate Officer – Title(s): Secretary
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Self

BOARD OF DIRECTORS MEETING

BY UNANIMOUS WRITTEN CONSENT FOR

JJJ FLOOR COVERING, INC.
(A California Corporation)

The undersigned Directors of the corporation, do hereby certify that they are and have been at all times herein mentioned, the duly elected directors of JJJ FLOOR COVERING, INC., ("corporation" herein) and that in accordance with Article II, Section 11 of the Bylaws of this corporation, they do hereby subscribe their unanimous written consent to the adoption of the following actions and resolutions as of January 31, 2022.

A. ELECTION OF OFFICERS

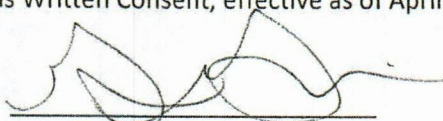
RESOLVED, that the following officers have been confirmed to the positions corresponding to their respective names.

Chairman and COO	Maria Gutierrez
President and CEO	James D. Jeffries
Executive Vice President	John M. Kells
Secretary/Treasurer	Griselda Gutierrez

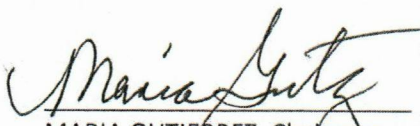
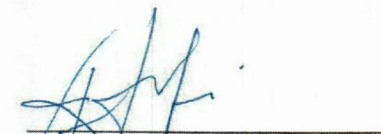
B. CONFIRMATION OF AUTHORITY

RESOLVED, that the Chairman and officers of the corporation be and they are hereby empowered and authorized to take all necessary actions and measures, execute all necessary and appropriate documents and writings, and complete all necessary steps to affect the actions authorized by the Resolutions set forth in this Unanimous Written Consent.

There being no further business or matters to be reviewed and/or considered by the Board of Directors, the undersigned Directors subscribed their signature and affix the corporate seal to this Meeting of the Board of Directors By Unanimous Written Consent, effective as of April 6, 2021.


Griselda Gutierrez, Secretary

ATTEST


MARIA GUTIERREZ, Chairman
James D. Jeffries, President

CITY OF SOUTH EL MONTE, CALIFORNIA

ADDENDUM #1

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS**

for

SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

Date Issued: January 24, 2024

CITY OF SOUTH EL MONTE, CALIFORNIA

ADDENDUM #2

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS**

for

SENIOR CENTER FLOORING IMPROVEMENTS PROJECT

Date Issued: February 2, 2024

1. BID TABULATION																
PROJECT NAME: SENIOR CENTER FLOORING IMPROVEMENTS PROJECT, CITY PROJECT NUMBER: 635																
BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE	
				JJJ Floor Covering, Inc.		Lawrence W. Rosine Co.		Genesis Floor Coverings, Inc.		Rod-West Floor Covering LLC.						
Bid Item and Description			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
BASE BID SCHEDULE																
1	Removal,haul away and disposal of existing flooring material and wall base.		1	LS	\$5,981.00	\$5,981.00	\$6,468.00	\$6,468.00	\$12,927.15	\$12,927.15	\$9,234.92	\$9,234.92	\$8,652.77	\$8,652.77	\$5,981.00	\$12,927.15
2	Preparation of sub-floor including filling, patching, and leveling as required.		1	LS	\$6,459.00	\$6,459.00	\$9,000.00	\$9,000.00	\$5,595.85	\$5,595.85	\$17,140.00	\$17,140.00	\$9,548.71	\$9,548.71	\$5,595.85	\$17,140.00
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.		6,100	SF	\$4.38	\$26,718.00	\$4.33	\$26,413.00	\$5.21	\$31,781.00	\$4.59	\$28,025.08	\$4.63	\$28,234.27	\$4.33	\$5.21
TOTAL BASE BID AMOUNT						\$39,158.00		\$41,881.00		\$50,304.00		\$54,400.00		\$46,435.75		
ADDITIVE ALTERNATE BID SCHEDULE																
1	Removal,haul away and disposal of existing flooring material and wall base.		1	LS	\$84.67	\$84.67	\$430.00	\$430.00	\$210.24	\$210.24	\$480.00	\$480.00	\$301.23	\$301.23	\$84.67	\$480.00
2	Preparation of sub-floor including filling, patching, and leveling as required.		1	LS	\$169.21	\$169.21	\$500.00	\$500.00	\$241.76	\$241.76	\$501.08	\$501.08	\$353.01	\$353.01	\$169.21	\$501.08
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.		200	SF	\$4.25	\$850.00	\$4.66	\$932.00	\$5.21	\$1,042.00	\$6.22	\$1,244.35	\$5.09	\$1,017.09	\$4.25	\$6.22
4	Install new Walk-Off type fixed floor mats (2 at front lobby entrance. 1 at north door entrance)		120	SF	\$8.33	\$999.60	\$11.15	\$1,337.60	\$10.00	\$1,200.00	\$11.23	\$1,347.57	\$10.18	\$1,221.19	\$8.33	\$11.23
TOTAL ADDITIVE ALTERNATE AMOUNT						\$2,103.48		\$3,199.60		\$2,694.00		\$3,573.00		\$2,892.52		
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES						\$39,158.00		\$41,881.00		\$50,304.00		\$54,400.00		\$46,435.75		
The award decision is based on Base Bid Schedule Amount.																
BID RANKING						Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES						\$39,158.00		\$41,881.00		\$50,304.00		\$54,400.00				
TOTAL BASE BID AMOUNT INDICATED BY BIDDER						\$39,158.00		\$41,881.00		\$50,304.00		\$54,400.00				
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT						\$0.00		\$0.00		\$0.00		\$0.00				
TOTAL ADDITIVE ALTERNATE AMOUNT						\$2,103.48		\$3,199.60		\$2,694.00		\$3,573.00				
TOTAL BASE BID PLUS ADDITIVE ALTERNATE BID SCHEDULE AMOUNT						\$41,261.48		\$45,080.60		\$52,998.00		\$57,973.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS					YES											
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID						0%	\$0.00		5%	5%		0%	\$0.00		0%	\$0.00
SUBCONTRACTORS					N/A	N/A	Ishine Cleaning	5%	N/A	N/A	N/A	N/A				
					TOTAL	\$0.00	TOTAL	5%	TOTAL	\$0.00	TOTAL	\$0.00				

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		JJJ Floor Covering, Inc.		APPARENT LOW BID AMOUNT:	\$39,158.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	CHECKED BY	DATE	REMARKS
BID STAMPED AS RECEIVED PRIOR BID TIME:			CITY CLERK		
BID BOND IN PROPER AMOUNT:		YES	EA	2/15/24	
ALL ADDENDA ACKNOWLEDGED:		YES	EA	2/15/24	
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		NO	EA	2/15/24	
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	EA	2/15/24	
PRIME CONTRACTOR LICENSE STATUS:	JJJ Floor Covering, Inc.	327775	EA	2/15/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	JJJ Floor Covering, Inc.	1000003812	EA	2/15/24	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	JJJ Floor Covering, Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	EA	2/15/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	JJJ Floor Covering, Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	EA	2/15/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:					See Reference Check.

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
JJJ Floor Covering, Inc.												
REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER AND REFERENCE NAME	TEL	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Narbonne High School	Los Angeles Unified School District.	323-816-3117	\$82,619.00	8/24/2023	Y	Y	N	N	Y	Spoke to Eric Liu. Role: School Facilities Project Manager.	EA	2/16/2024
Angeles Mesa Elementary Campus Upgrades.	Geronimo Concrete, Inc.	323-225-2016	\$462,385.00	4/16/2022	Y	Y	N	N	Y	Spoke to Jenny Hernandez. Role: Contracts Admin.	EA	2/16/2024
West Knoll Flooring and Painting / 21-014	Thomasville Construction, Inc.	626-205-0517	\$180,000.00	12/19/2022	Y	Y	N	N	Y	Spoke to Sergio Arechiga. Role: Project Manager.	EA	2/16/2024

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	JJJ Floor Covering, Inc.
IN THE AMOUNT OF:	\$39,158.00



▼

Contractor's License Detail for License #327775

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/15/2024 5:04:50 PM

Business Information

J J J FLOOR COVERING INC
4831-A PASSONS BLVD
PICO RIVERA, CA 90660
Business Phone Number:(562) 692-9008

Entity Corporation
Issue Date 11/12/1976
Expire Date 07/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C15 - FLOORING AND FLOOR COVERING
- ▶ C54 - TILE (CERAMIC AND MOSAIC)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: SC924150
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100577087** for JAMES DAVID JEFFRIES in the amount of **\$25,000** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Effective Date: 01/01/2023
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [EVEREST PREMIER INSURANCE COMPANY](#)
Policy Number: 7600025197241
Effective Date: 02/01/2024
Expire Date: 02/01/2025
[Workers' Compensation History](#)

► Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name

JJJ FLOOR COVERING INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003812

Registration effective date

07/01/22

Registration expiration date

06/30/25

Mailing Address

4831 PASSONS BLVD, UNIT A PICO RIVERA 90660 C...

Physical Address

4831 PASSONS BLVD, UNIT A PICO RIVERA 90660 C...

Email Address

yescobar@jjjfloorcovering.com

Trade Name/DBA

License Number (s)

CSLB:327775

Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
05/09/17	06/30/18
05/02/16	06/30/17
06/11/15	06/30/16
12/12/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number:

C0787676

Federal Employment Identification Number:

953058822

President Name:

James D. Jeffries

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

James D. Jeffries

Agent of Service Mailing Address:

4831-A Passons Blvd Pico Rivera 90660

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

JJJ FLOOR

MIDDLESEX

A0159996

02/01/22

02/01/23

DLSE Debarments

JJJ, Floor Covering
 Inc. not on list.

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278 The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,	9/27/2021 through 9/26/2022 Decision LB 6333

How can we help you today?



CSLB License Number: 612429	
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON	5/21/2021 through 5/20/2024 Decision LB 6629 
CSLB License Number: 291013 and 84801	
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC.	3/1/2020 through 3/1/2023 Decision LB 5590 
CSLB License Number: 975222	
Avi Shechter, Individually DBA Avi Shechter	5/6/2019 through 5/5/2022 Decision LB 6328 
CSLB Number: 908891 and 1018353	
Patrick Kim, Individually DBA Ritecon Plumbing	8/21/2018 through 8/20/2019 Decision LB 6762 
CSLB Number: 991018	
Bighorn Construction, Inc.	5/5/2018 through 5/5/2018 Decision LB 665
CSLB Number: 597866	

**Doug Parks, Individually dba
Doug Parks and Son Plumbing**

**10/11/2017 through
10/10/2019**

[Decision SC 5807](#) 

CSLB Number: 411825

Worthington Construction, Inc.;
Dale Worthington, an individual and
CEO/RMO of
Worthington Construction, Inc.; and,
Holi Jeanne Worthington, an individual and
Officer of
Worthington Construction

**6/15/2018 through
9/16/2019**

[Decision LB 5267](#) 

CSLB Number: 714836

RMV Construction, Inc., A California
Corporation; and Robert
Michael Vasil II a.k.a. Robert Michael Vasil
a.k.a.
Mike Vasil, an Individual and CEO/RMO
President of RMV
Construction, Inc.

4/1/2017 through 8/18/2018

[Decision LB 5266](#) 

CSLB Number: 892389

Gewargis Youkhanis Narso, an individual
dba
GEHVAC and Technologies, a sole
proprietorship,
And GEHVAC Co., a sole proprietorship

2/1/2017 through 1/31/2020

[Decision 40-48480-516](#) 

CSLB Number: 899312 and 1013848



**Joseph Brothers Enterprise, Inc.; Ken
Joseph Individually and as CEO**

**4/3/2018 through
10/3/2019**

[Decision SC 6390](#) 

CSLB Number: 849169

**Dave Cook Concrete Construction, Inc.,
and David William Cook**

**3/1/2017 through
2/29/2020**

[Decision LB 6207](#) 

34231 Camino Capistrano #102
Capistrano Beach, CA 92624-1189

CSLB Number: 461897

**Bannaoun Engineers Constructors
Corporation; Omar Maloof, An Individual**

05/12/17 through 05/11/20

[Decision SC 5517](#) 

P.O. Box 16599
Beverly Hills, CA 90209-2599

CSLB Number: 827829

Evans Roofing Co., Inc.
2020 South Yale Street
Santa Ana, CA 92706

10/31/16 through 10/30/19

[Decision LB 6270](#) 

CSLB Number: 610549

**Guillermo Ibaibarriaga dba Sierra Nevada
Stucco and 2K Roofing**

05/14/17 through 05/13/20

[Decision SC 6037](#) 

Sierra Nevada Stucco
P.O. Box 8472
Reno, NV 89502
CSLB Number: 915812

2K Roofing
820 Kuenzli Street
Reno, NV 89502
CSLB Number: 954551

**Del Norte Construction, And Trinidad
Manuel Canales, an Individual**
PO Box 5101
Oxnard, CA 93030

6/01/16 through 5/31/17

[Decision LB 5533](#) 

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

**Diversified Building & Electric Company,
Inc.**
409 Tennant Station
Morgan Hill, CA 95037

2/15/16 through 8/15/17

[Decision SC 5714](#) 

**Denis Andrew Maris, Individually and Doing
Business as Diversified Electric Company**

CSLB Number: #765312

Fast Demolition, Inc.
601-C East Palomar Street #123
Chula Vista, CA 91911
CSLB Number: #792729

4/1/44 through 3/31/47

[Decision LB5742](#) 

4/1/41 through 3/31/44

[Decision LB5665](#) 

**Rogelio Medina Vazquez., an individual and
in his capacity as Responsible Managing
Officer of FAST DEMOLITION, INC.**

4/1/36 through 3/31/39

[Decision LB5740](#) 

4/1/33 through 3/31/37

[Decision LB5651](#) 

4/1/33 through 3/31/37

[Decision LB573](#)

4/1/24 through 3/31/37

[Decision LB574](#)

4/1/30 through 3/31/33

[Decision LB5743](#) 

	4/1/27 through 3/31/30 Decision LB5666 
	4/1/21 through 3/31/24 Decision LB5667 
	4/1/18 through 3/31/21 Decision LB5668 
	4/01/15 through 3/31/18 Decision LB5345 
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756 
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659 
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800 
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770	2/01/15 through 1/31/18 Decision LB 5596 
William Ben Hicks, an individual; Margaret Mary Hicks, an individual	
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406	2/01/15 through 1/31/18 Decision LB5 171 

CSLB #748591

Alon Gamliel, an individual

USA Wall Systems, Inc.

8309 Sunshine Lane

Riverside, CA 92508

CSLB #929610

4/01/15 through 3/31/18

[Decision LB 5323](#) 

Edward Eugene Brammer, an individual
and in his capacity as President/CEO/RMO

Daughter Construction

formerly dba Hy Carpentry Construction

15407 Thornlake Avenue

Norwalk, CA 90650

CSLB #979297

4/01/15 through 3/31/18

[Decision LB 5466, LB5467,
LB5468 & LB5520](#) 

Sharon Jin Yoo, an individual;
Dae Hyun Yoo, an individual
and in his capacity as manager/supervisor
for Sharon Jin Yoo and in his capacity as
General Partner for HY Construction, a
General Partnership.

RDA Construction, Inc.

1692 W. Bullard Ave.,

Fresno, CA 93711

CSLB# 383306

12/15/14 through 12/14/16

[Decision 40-40508-522 &
44-40509-522](#) 

Titan Electrical Construction, Inc.

Lucas Oliver Stickney, an individual

Jamie Noel Furr, an individual

630 Natoma Street

San Francisco, CA 94103

CSLB# 919516

11/3/14 through 10/31/15

[Decision SC 553](#)

Ramos Painting

Carlos Ray Ramos, an individual
P.O. Box 3871
Paso Robles, CA 93447
CSLB# 753575

11/3/14 through 11/2/15

[Decision SC 5518](#) 

Dick Emard Electric.

dba Emard Electric Luke Richard Emard, an
individual and RMO
5930 Key Court, Suite A
Loomis, CA 95650
CSLB# 794007

11/3/14 thorough 11/2/17

[Decision SC 5521](#) 

Nixon Electric

Gordon Fulton Nixon, an individual
5624 Faust Ave.
Woodland Hills, CA 91367
CSLB# 796802

8/1/14 through 7/31/17

[Decision LB 4495](#) 

Neris General Contractors, a California Corporation

Efren Neri, an individual
Servando Neri, an individual
Rebeca Neri, an individual
Luis Abelardo Castro, an individual
6087 California Ave.
Long Beach, CA 90805
CSLB# 797967

2/28/14 through 2/27/17

[Decision LB 4511, LB4512 & LB4521](#) 

Southland Construction

Reza Mohammadi, an individual
3943 Irvine Blvd., #405, Irvine, CA 92602
CSLB# 663784 (expired)

10/14/14 through 10/13/17

[Decision SAC 54](#)

**National Drywall Corporation,
A Dissolved California Corporation**

603 S. Milliken Avenue, Suite F

8/4/14 through 8/3/17

[Decision SAC 5506](#) 

Ontario, CA 91761

CSLB #834335

**Miguel Contreras, an Individual and
Responsible Managing
Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

**Tadros & Youssef Construction, Inc.
Kamel Shaker Tadros & Makram Youssef
Youssef, Individually
1221 E 8th Street, Unit A, Upland, CA 91786

CSLB# 698182 (expired)**

5/10/14 through 5/9/17

[Decision SAC 5308](#) 

**Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821

CSLB# 902927**

5/1/14 through 4/30/17

[Decision LB 4202](#) 

**Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly,
Individual
171 Northview Ridge Lane, P.O. Box 10760,
Bozeman, MT 59719**

3/25/14 through 3/24/17

[Decision LB 4484](#) 

**Aldan, Inc.
P.O. Box 9428, Brea, CA 92822

CSLB #949229**

2/28/14 through 2/27/17

[Decision LB5175](#) 

**Russell/Thompson, Inc.
James Jean Russell & Valery Alena
Thompson, Individually
4684 Oak Glen Dr., Redding, CA 96001**

10/31/13 through 10/30/17

[Decision SC 5309](#) 

CSLB# 915036 (revoked)

Ayodejia A. Ogundare, Individual
Db a Pacific Engineering Company
6310 Stewart Way, Bakersfield, CA 93308

CLSB#710322

5/15/2013 through
5/15/2014
[Decision SAC 1039](#) 

Wallcrete Industries, Inc.; Garit David
Wallace and Amber Anderson, Individuals
400 Kansas, Redlands, CA 92373

CSLB#834220

7/29/12 through 7/28/15
[Decision SAC 5175](#) 

FEI Enterprises, Inc
Gabriel Fedida, Individual
5749 Venice Blvd., Los Angeles, CA 90019

CSLB#659252

6/14/12 through 6/13/15
[Decision SC 5198](#) 

Jeffrey Alan Mott and Michelle Mott,
individuals
Dda Integrity Landscape
3756 Independence Avenue
Sanger, CA 93637
CSLB#774222

3/29/12 through 3/28/15
[Decision SC 5160](#) 

Jensen Drywall & Stucco
Jeffrey E. Jensen
3714 Lynda Place
National City, CA 91950-8121
CSB # 664168 Exp. 2/18/11 (expired)

3/31/11 through 3/30/13
[Decision SC 5095](#) 

All West Construction, Inc.
Donald Kent Russell
495 N. Marks Ave.

3/31/11 through 3/30/13
[Decision se 5013](#) 

Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13 Decision SAC 5012 
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13 Decision SAC 1064 
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3 Decision SAC 1058 



David Walter Cholewinski, an individual

22031 Waite Street
Wildomar, A 92595
29970 Technology Drive, Ste. 205
Murrieta, CA 92563
CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,

3267 Dutton Ave.
Santa Rosa, CA 95404
Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual
5825 Heights Rd.
Santa Rosa, CA 95401
CSB #343802 Exp. 2/28/10
CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12

[Decision SAC 1052](#) 

Cedar Development Corporation
Serghon Gabriel Afram, individually

12477 Feather Dr
Mira Loma, CA 91752
CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12

[Decision SAC 1042](#) 

All Floors Commercial and Residential Flooring, Inc.

Salvador Elias Perea, individually
750 E. McGlincy Lane, #103
Campbell, CA 95008
CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12

[Decision SAC 1040](#) 

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416

3/16/09 through 3/15/12

[Decision SAC1037](#) 

Buena Park, CA 90621
CSB #787533, revoked

Updated: August 2023





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Attachment D

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

JJJ FLOOR COVERING, INC.

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
JJJ FLOOR COVERING, INC.**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 27th day of February 2024 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and **JJJ FLOOR COVERING, INC.**, a California Corporation (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all

actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor 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 scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to fifteen percent (15%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of

equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty One Thousand Two Hundred Sixty One Dollars and Forty Eight Cents (\$41,261.48) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5,

and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in

the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding April 29, 2024 from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John Kellis
(Name)

Vice President
(Title)

Griselda Gutierrez
(Name)

Secretary
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Rene Salas or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge,

supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or 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. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, 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 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 the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services

to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor

Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted

documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$250 (Two Hundred Fifty Dollars) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

JJJ FLOOR COVERING, Inc., a California corporation

By: _____
Name: John Kellis
Title: Vice President

By: _____
Name:
Title:

Address: 4831-A Passons Blvd

Pico Rivera, CA 90660

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled Senior Center Flooring Improvements Project in South El Monte, including any documents or exhibits referenced therein and attached hereto as Exhibit A-1**
- II. Brief description of the work to be performed:**

The work involves furnishing all labor, material, equipment, services, and incidentals required for the removal and disposal of existing flooring and installation of new vinyl flooring .
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Project Baseline Schedule
 - B. Project Look ahead Schedule (3 weeks look ahead) Updates
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

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DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing flooring material and wall base.	1	LS	\$ <u>5,981</u>	\$ <u>5,981.00</u>
2	Preparation of sub-floor including filling, patching, and leveling as required.	1	LS	\$ <u>6,459</u>	\$ <u>6,459.00</u>
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.	6,100	SF	\$ <u>4.38</u>	\$ <u>26,718.00</u>
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>39,158.00</u>

ADDITIVE ALTERNATE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing flooring material and wall base.	1	LS	\$ <u>84.67</u>	\$ <u>84.67</u>
2	Preparation of sub-floor including filling, patching, and leveling as required.	1	LS	\$ <u>169.21</u>	\$ <u>169.21</u>
3	Complete installation of leveling skim coat, new VCT tile, and 6" wall base.	200	SF	\$ <u>4.25</u>	\$ <u>850.00</u>
4	Install new Walk-Off type fixed floor mats (2 at front lobby entrance. 1 at north door entrance)	120	SF	\$ <u>8.33</u>	\$ <u>999.60</u>
TOTAL ADDITIVE ALTERNATE BID AMOUNT IN DIGITS					\$ <u>2,103.48</u>

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed the amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed.

II. Contractor shall deliver the following tangible work products to the City by the following dates.

N/A.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to JJJ FLOOR COVERINGS, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: SENIOR CENTER FLOORING IMPROVEMENTS PROJECT;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20__.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded JJJ FLOOR COVERINGS, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: SENIOR CENTER FLOORING IMPROVEMENTS PROJECT ;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) 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/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of SOUTH EL MONTE**
Project: Senior Center Flooring Improvements Project

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on ____ at 12:01 a.m. and forms a part of Policy Number ____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*



City Council Agenda Report

Agenda Item No. 7.g.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-132, RENEWAL OF GENERAL SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES

SUMMARY: On June 30, 2024, the General Services Agreement between the City of South El Monte and the County of Los Angeles will expire. A new agreement is required to maintain the continuity of services provided to the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-132, approving the renewal of the General Services Agreement with the County of Los Angeles from July 1, 2024, to June 30, 2029; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The services will be provided only on a time-limited and on-demand basis. The fees for services will be determined by the County Auditor-Controller, in accordance with the policies and procedures established by the Los Angeles County Board of Supervisors.

DISCUSSION: General Services Agreements (GSAs), which are typically broad in scope, have been executed with most cities within the County, granting authorization for the County to provide services requested by cities. Services provided under the GSA include on-demand, time-limited services such as street maintenance, enforcement of ordinances, direct assessment collection, and various public works services. Ongoing services, such as law enforcement and public health code enforcement, are managed by specific County departments through Specific Service Agreements (SSAs). It's important to note that any SSAs between the City of South El Monte and the County of Los Angeles remain unaffected by the renewal of this GSA.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. 2024 - 2029 GSA - City of South El Monte
- B. MATRIX CONTRACT SERVICES
- C. Resolution No. 24-132

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2024, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of South El Monte, hereinafter referred to as the "City." RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2029, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2029, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2029, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2024.

The City of South El Monte,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy

ATTACHMENT B

SERVICES PROVIDED TO CITIES BY THE COUNTY OF LOS ANGELES
(Via Agreement)

[illegible]

**SERVICES PROVIDED TO CITIES BY THE COUNTY OF LOS ANGELES
(Via Agreement)**

[illegible]

**SERVICES PROVIDED TO CITIES BY THE COUNTY OF LOS ANGELES
(Via Agreement)**

[illegible]

Notes: ■ A red dot indicates new services.

¹ The Department of Animal Care & Control (DACC) provides Limited Field Services to Commerce, Culver City, El Monte, Gardena, Hawthorne, Huntington Park, La Puente, Lancaster, Lawndale, Monterey Park, Palos Verdes Estates, Redondo Beach and Torrance; and Limited Sheltering to The Department of Animal Care & Control (DACC) provides Limited Field Services to Commerce, Culver City, El Monte, Gardena, Hawthorne, Huntington Park, La Puente, Lancaster, Lawndale, Monterey Park, Palos Verdes Estates, Redondo Beach and Torrance; and Limited Sheltering to Culver City, Gardena, Hawthorne, La Puente, Lawndale, Redondo Beach and West Hollywood. DACC will provide Full Field services to the City of Carson on April 10, 2023.

² The City of Los Angeles contracts with the Departments of Beaches & Harbors and Fire for maintenance and lifeguard services for four beaches located within the city through a Joint Powers Agreement (JPA) with the County.

³ The Fire Department provides beach lifeguard services to the City of El Segundo through a contract with Chevron.

4. The Internal Services Department (ISD) provides IT services (mainframe access) for the City of Los Angeles and the City of Long Beach. IT services (eGis services) are provided to the following cities: Arcadia, Hawthorne, Redondo Beach, Santa Monica and Torrance and radio telecommunications services (CWIRS) to all 88 cities. ISD Fleet section provides fuel to San Bernardino County's Public Works department and the City of La Puente for the LASD Sheriff Station. ISD provides Mail Services to the City Halls of the City of Los Angeles and the City of Long Beach. The ISD Operations Support unit rebuilt a vertical split case pump for the City of Glendale's Water and Power. The ISD Power Plant provides chilled water for the A/C unit and heat for the Santa Clarita Library. ISD also provides the Santa Clarita Library testing for the irrigation backflow.

⁵ The Department of Mental Health (DMH) contracts with the City of Gardena to provide socialization services.

⁶ DMH entered into a MOA with the Cities of Alhambra, Azusa, Bell, Bell Gardens, Covina, Culver City, Downey, Glendora, Huntington Park, Montebello, Monterey Park, Signal Hill, South Gate, Vernon, and West Covina police departments to develop mental health evaluation team and co-response models.

⁷ DMH entered into a partnership through a Memorandum of Cooperative Agreement with the City of Burbank to develop a mental health evaluation team and one FTE psychiatric social worker for the provision of crisis mental health services.

⁸ The LA County Library has an MOU established with four cities, including Diamond Bar, Malibu, Manhattan Beach, and West Hollywood. The dot indicates County Library services are provided to these cities.

⁹ The Registrar-Recorder/County Clerk provides Document Transfer Tax Collection services to 88 cities in the County. It also provides election services to all cities through an approved City Council resolution and adopted by the Board of Supervisors.

¹⁰ The Registrar-Recorder/County Clerk's Your Online Document Archive (YODA) is in-house electronic archive system.

¹¹ The Data Information Management System (DIMS) is a contracted-system that manages voter registration information.



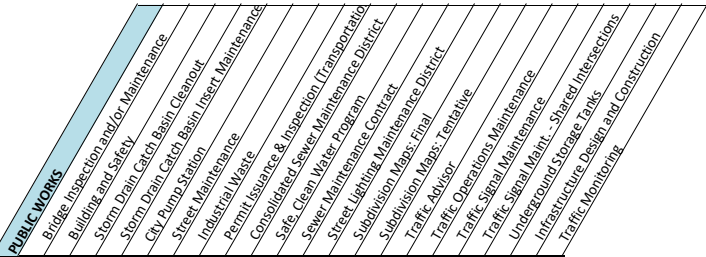
	PUBLIC HEALTH														
	Ambulatory Outpatient Medical Services	Benefits Specialty Services	Biomedical HIV Prevention	Black Infant Health Services	Children's Health Outreach	Enrollment, Enrollment, Enrollment	HIV and STD Prevention	HIV Testing and Social and Sexual Networks	LAX Inspection of Facilities	Medical Care Coordination	Onsite Wastewater Treatment (MPOD)	Public Health & Safety Inspection Systems (LAMP)	Public Health Emergency Preparedness and Response Services	Securing the Cities Sustainment Program (STC)	Transportation
Agoura Hills															
Alhambra															
Arcadia															
Artesia															
Avalon															
Azusa															
Baldwin Park															
Bell															
Bellflower															
Bell Gardens															
Beverly Hills															
Bradbury															
Burbank															
Calabasas															
Carson															
Cerritos															
Claremont															
Commerce															
Compton															
Covina															
Cudahy															
Culver City															
Diamond Bar															
Downey															
Duarte															
El Monte															
El Segundo															
Gardena															
Glendale															
Glendora															
Hawaiian Gardens															
Hawthorne															
Hermosa Beach															
Hidden Hills															
Huntington Park															
Industry															
Inglewood															
Irwindale															
La Canada Flintridge															
La Habra Heights															
Lakewood															
La Mirada															
Lancaster															
La Puente															
La Verne															
Lawndale															
Lomita															
Long Beach															
Los Angeles															



	PUBLIC HEALTH																
	Ambulatory Outpatient Medical Services																
	Benefits Specialty Services																
	Biomedical HIV Prevention																
	Black Infant Health Services																
	Children's Health Services																
	Enforcement Health Outreach, Enrollment, Utilization and Retention																
	HIV and STD Prevention																
	HIV Testing, Social and Sexual Networks																
	LAX Testing Storefront																
	Medical Inspection of Facilities																
	Medical Care Coordination																
	Onsite Wastewater Treatment (MPOD)																
	Public Health & Safety Inspection Systems (LAMP)																
	Public Health Emergency Preparedness and Response Services																
	Securing the Cities Sustainment Program (STC)																
	Transportation																
Lynwood																	
Malibu																	
Manhattan Beach																	
Maywood																	
Monrovia																	
Montebello																	
Monterey Park																	
Norwalk																	
Palmdale																	
Palos Verdes Estates																	
Paramount																	
Pasadena																	
Pico Rivera																	
Pomona																	
Rancho Palos Verdes																	
Redondo Beach																	
Rolling Hills																	
Rolling Hills Estates																	
Rosemead																	
San Dimas																	
San Fernando																	
San Gabriel																	
San Marino																	
Santa Clarita																	
Santa Fe Springs																	
Santa Monica																	
Sierra Madre																	
Signal Hill																	
South El Monte																	
South Gate																	
South Pasadena																	
Temple City																	
Torrance																	
Vernon																	
Walnut																	
West Covina																	
West Hollywood																	
Westlake Village																	
Whittier																	
TOTAL	1	1	1	1	2	85	1	2	1	1	28	16	6	3	1	1	

Notes: • A red dot indicates new services.

[illegible]

Public Works - Page 2

Public Works - Page 2

ATTACHMENT C

RESOLUTION NO. 24-132

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY AND THE COUNTY OF LOS ANGELES FOR GENERAL SERVICES

WHEREAS, the City and the County of Los Angeles ("County") entered into a General Services Agreement effective as of July 1, 2024 and will expire on June 30, 2029; and

WHEREAS, the City Council desires to continue contracting with the County for general services as identified in the Agreement and related documents.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the General Services Agreement by and between the City of South El Monte and the County of Los Angeles (the "Agreement").

SECTION 2: The City Council hereby authorizes and directs the City Manager or their designee to take all actions necessary to effectuate and execute a the Agreement, substantially in the form attached to the staff report and subject to review and approval by the City Attorney as to form, and consistent with the scope of the City Council's approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-132, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 27th day of February 2024 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: February 27, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-134, APPROVING PLANS AND SPECIFICATIONS AND AWARDING CONSTRUCTION CONTRACT TO PRO FLOORING CORPORATION FOR THE COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT

SUMMARY: On January 10, 2024, the Engineering Department solicited bids for the Community Center Basketball Gym Flooring Improvements Project. The bid opening date was February 13, 2024, at 2:00 PM. The scope of work includes but not limited to the removal and disposal of existing flooring and installation of new basketball gym multi-use resilient wood flooring. The lowest responsive bid was submitted by Pro Flooring Corporation in the amount of \$128,320.

RECOMMENDED ACTION: Staff recommends City Council:

1. Review the bids and find that Pro Flooring Corporation has submitted the lowest responsive bid;
2. Adopt Resolution No. 24-134, plans and specifications for the Community Center Basketball Gym Flooring Improvements Project and awarding a contract to Pro Flooring Corporation in the amount of \$128,320;
3. Approve a 15% contingency amount of \$19,248 for a total project construction budget amount not to exceed \$147,568; and
4. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The established budget is as follows:

Contract Award Amount	\$128,320.00
Construction Contingency (15% of contract amount)	\$ 19,248.00
Total Construction Budget	\$147,568.00

The cost of the project was incorporated into the City Council-approved budget for FY 23-24.

DISCUSSION:

This project includes the removal and disposal of existing flooring and installation of new basketball gym multi-use resilient wood flooring at the South El Monte Community Center.

The construction portion of the project was advertised on January 10, 2024. The following four (4) bids were received by the City at the Bid Opening held on February 13, 2024, at 2:00 PM. Below is the list of bidders and bid amounts:

Bidder Name (from low to high)	Base Bid Amount
Pro Flooring Corporation	\$128,320.00
Geary Floors, Inc.	\$172,000.00
Genesis Floor Covering, Inc.	\$251,100.00
Coastal Construction Team	\$331,700.00

Staff conducted a bid analysis and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files and checked references for Pro Flooring Corporation.

On Pro Flooring Corporation's submitted bid, it was noticed that the contractor did not use the revised bid schedule per addendum 1. The revised bid schedule per addendum 1 did not change the original scope of work as part of the bid schedule, however, it added a scope of work to be considered under an additive alternate bid schedule. As per the construction bid package, the award decision is based on the total base bid amount only. Therefore, the added scope of work to the project as per addendum 1 is not considered as part of the award decision. Staff recommends awarding the base bid schedule scope only at this time. Therefore, staff recommends that the discrepancy in Pro Flooring Corporation's bid be waived as a minor irregularity.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst and the staff from TransTech.

ATTACHMENT(S):

- A. Resolution No. 24-134
- B. Bid
- C. Bid Analysis
- D. Agreement

ATTACHMENT A

RESOLUTION NO. 24-134

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS AND AWARDING CONSTRUCTION CONTRACT TO PRO FLOORING CORPORATION FOR COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT

WHEREAS, the City of South El Monte desires to remove and dispose of existing flooring and install new basketball gym multi-use resilient wood flooring at the South El Monte Community Center;

WHEREAS, the City solicited bids for the Community Center Basketball Gym Flooring Improvements Project on January 10, 2024, and the City received four (4) bids for the Project on February 13, 2024 based on the analysis set forth in the staff report for this matter (which is incorporated by reference as set forth in full herein);

WHEREAS, City staff evaluated all bids and determined Pro Flooring Corporation has submitted the lowest responsive bid for the Project; and

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporated by reference.

SECTION 2: The City Council of South El Monte ("City") hereby adopts and approves the plans and specifications for the Community Center Basketball Gym Flooring Improvements Project, with respect to design and criteria. Copies of the plans and specifications are on file in the City's Engineering Department.

SECTION 3: Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that Pro Flooring Corporation has submitted the lowest responsive bid for the Project, in the amount of \$128,320.00,

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Pro Flooring Corporation for the project subject to review and approval as to form by the City Attorney, and consistent with the scope of the City Council's approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein. The Council further directs the City Manager to take all actions necessary to effectuate the agreement as set forth herein.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 27th day of February 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-134 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 27th day of February 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

<u>X</u>	Completed and Signed Bid Cover Form
<u>X</u>	Completed and Signed Bid Sheets
<u>X</u>	Completed, Signed and Notarized Questionnaire
<u>X</u>	Completed References Form
<u>X</u>	Resume of General Construction Superintendent/On-Site Construction Manager
<u>X</u>	Completed Designation of Subcontractors Form
<u>X</u>	Completed and Signed Industrial Safety Record Form
<u>X</u>	Completed, Signed and Notarized Bid Bond or Other Security Form
<u>X</u>	Signed and Notarized Noncollusion Declaration Form
<u>X</u>	Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID**CITY OF SOUTH EL MONTE****COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT****City Project No.: 636**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of South El Monte to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. <u>1</u>	Date: <u>01/29/2024</u>
Addendum No. <u>2</u>	Date: <u>02/02/2024</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 1027154, Class C-15, which expires on 05/31/2025.

Bidder's Name: Pro Flooring Corporation

Signature: 

Title: President Date: 2/12/2024

Signature: _____

Title: _____ Date: _____

CITY OF SOUTH EL MONTE**BID SHEETS FOR****COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT**Bidder's Name: Pro Flooring Corporation

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing multi-use flooring	1	LS	\$10,800.00	\$10,800.00
2	Preparation of sub-floor including filling, patching, and leveling as required, and all other methods and materials required in the preparation of sub-floor to receive installation of wood floor.	1	LS	\$12,400.00	\$12,400.00
3	Complete installation of new basketball gym multi-use resilient wood flooring system, and all methods and materials required for installation.	1	LS	\$105,120.00	\$105,120.00
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>128,320.00</u>

The award of Contract shall be based on the TOTAL BASE BID SCHEDULE AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right (Items A, B, & C) are considered as included in each and all bid Items listed in the bid schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control, Public Convenience and Safety

C. SWPPP Implementation, Erosion Control and BMP'S

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

TOTAL BASE BID SCHEDULE PRICE IN DIGITS: \$ 128,320.00

TOTAL BASE BID SCHEDULE PRICE IN WORDS:

One Hundred Twenty Eight Thousand Three Hundred Twenty

Signature: *P. Arselian*

Title: President Date: 2/12/2024

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Pro Flooring Corporation
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 2283 Waltonia Dr. Unit 106, Montrose, CA 91020
- (4) Telephone: (818) 541-0545 Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: S-Corporation
- (6) Corporation organized under the laws of the State of: CA
- (7) California State Contractor's License Number and Class: 1027154, C-15
Original Date Issued: 05/23/2017 Expiration Date: 05/31/2025
- (8) DIR Contractor Registration Number: 1000050599
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Freddy Estrada, Site Supervisor
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: Freddy Estrada
Date of Inspection: 01/24/2024
- (11) Number of years' experience the company has as a contractor in construction work: 7
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this
Bid:
Armine Amy Arakelian

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

A R A Construction

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

NONE

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

NONE

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

NO

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

NO

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

NO

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes ☐ No ☒

b. By the owner against you? Circle one: Yes ☐ No ☒

c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒

d. By Subcontractors? Circle one: Yes ☐ No ☒

e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (20) List the last three (3) projects you have worked on or are currently working on for the City of South El Monte:

NONE

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary PublicSubscribed and sworn to me: A. LusbyNotary PublicSignature: see attached CA juratThis 2 day of February, 2024

Title: _____

Signature: _____

(SEAL)

CompanySignature: P. AranelianTitle: PresidentDate: 2/5/2024

Signature: _____

Title: _____

Date: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

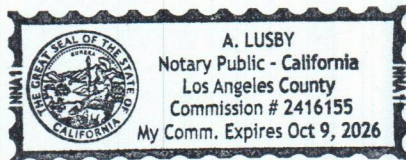
1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

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 Los Angeles



Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 2 day of February, 2024,
 by _____ Date _____ Month _____ Year _____

(1) Armine Arakelian

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire Form

Document Date: 2/2/24 Number of Pages: 4

Signer(s) Other Than Named Above: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Allan Hancock College

Project Description Wood Flooring at Fine Arts Complex

Approximate Construction Dates From: 11/21/2022 To: 02/05/2023

Agency Name: AMG & Associates

Contact Person: Craig Shallanberger **Telephone:** 805-450-5789

Address: 800 South College Drive, Santa Maria, CA 93454

Original Contract Amount: \$ 553,880.00 **Final Contract Amount:** \$ 536,236.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Scope of work reduction. Covered by another trade.

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number Carlsbad HS

Project Description Gym Wood Floor Replacement at Lancer Arena

Approximate Construction Date From: 5/21/2023 To: 7/2/2023

Agency Name: Carlsbad USD

Contact Person: David "Dave" Sharpki **Telephone:** 760-802-7391

Address: 3557 Lancer Way, Carlsbad, CA 92008

Original Contract Amount: \$ 275,400.00 **Final Contract Amount:** \$ 278,500.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Order: additional game lines.

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Patterson HS / FC2023-01

Project Description Gym Wood Floor Replacement at Klein Gym

Approximate Construction Dates From: 06/04/2023 To: 07/23/2023

Agency Name: Menghetti Construction, Inc.

Contact Person: Charlie Menghetti **Telephone:** (209) 652-1041

Address: 200 North 7th Street, Patterson, CA 95363

Original Contract Amount: \$ 355,980.00 **Final Contract Amount:** \$ 355,980.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Agoura Hills/Calabasas Community Center**Project Description** AHCCC Improvement - Gym Wood Floor Replacement**Approximate Construction Dates** From: 09/17/2023 To: 12/03/2023**Agency Name:** Waisman Construction, Inc.**Contact Person:** Guy Waisman **Telephone:** (818) 669-4270**Address:** 27040 Malibu Hills Road, Calabasas, CA 91301**Original Contract Amount:** \$ 249,800.00 **Final Contract Amount:** \$ 252,066.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Order: Additional ThresholdsDid you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ NoDid the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Huntington Park HS**Project Description** Comprehensive Modernization: Two new Gyms, Dance, Aerobics rooms**Approximate Construction Dates** From: 05/07/2023 To: 08/20/23**Agency Name:** Kemp Bros Construction, Inc.**Contact Person:** Nigel Chalmers **Telephone:** 562-244-7048**Address:** 6020 Miles Ave., Huntington Park, CA 90255**Original Contract Amount:** \$ 298,640.00 **Final Contract Amount:** \$ 323,770.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Orders: concrete correction, OT work, additional game lines, etc.

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number North Hollywood HS / 113930

Project Description Comprehensive Modernization: Two new Gyms, Dance, Aerobics rooms, etc.

Approximate Construction Dates From: 11/20/2022 To: Package 1 completed 5/28/23
Package 2 Current

Agency Name: Clark Construction Group-California, LP

Contact Person: Sonia Silvestre-Henao **Telephone:** 562-355-7841

Address: 5231 Colfax Ave., North Hollywood, CA 91601

Original Contract Amount: \$ 442,000.00 **Final Contract Amount:** \$ 465,160.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Orders: concrete correction, OT work, additional game lines, etc.

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

Armine Amy Arakelian

2283 Waltonia Drive, Unit 106, Montrose, CA 91020 | (818) 541-0545 | amy@proflooringcorp.com

Objective

26-year experience in the construction field, estimating, project management, construction office management.

Education

MASTERS DEGREE | 1984 | POLYTECHNIC UNIVERSITY (YEREVAN, ARMENIA)

- Major: Radio-Electronic Engineering

Technical Training

MANAGEMENT

- Office management at all levels of the construction office including submittals, engineering work, architectural development, stuff management, payables and receivables, day-to-day organization, project estimating and proposal submittal.
- Project management of all job sites including direct work with the site supervisors and project managers, material ordering, scheduling, meetings, organization, successful completion, close-out documents.

TECHICAL TRAINING

- CSLB licensed contractor, MFMA membership and accreditation, 26-year experience.

COMMUNICATION

- Excellent communication skills.

LEADERSHIP

- Lead estimator, office management and project management.

Experience

PRESIDENT | PRO FLORING CORP. | 03/2017 – CURRENT

- Estimating for public bids and private customers, contract verification/negotiation/execution, submittals, engineering work, field organization/operations, material ordering, deliveries, site evaluation, during the construction process indirect contact with job supervisor, project engineer, project manager and superintendent, close-outs and warranties, coordinated all phases of construction project from inception to completion, financial decision, purchase of major equipment, office management, paying salary and signing checks for all purposes.

PROJECT MANAGER/PROJECT ESTIMATOR | HUR FLORING CO. | 04/2006 – 09/30/2022

- Estimating for public bids and private customers, contract verification, submittals, engineering work, project organization, material ordering, deliveries, site evaluation, during the construction process in direct contact with job supervisor, project engineer, close-outs and warranties, coordinated all phases of construction project from inception to completion.

PROJECT MANAGER/ESTIMATOR | EHF INC. | 03/1999-04/2006

- Estimating for public bids and private customers, contract verification, submittals, engineering work, project organization, material ordering, deliveries, site evaluation, during the construction process in direct contact with job supervisor, project engineer, project manager and superintendent, close-outs and warranties, coordinated all phases of construction project from inception to completion.

CONSTRUCTION MANAGER | EHD CONSTRUCTION, INC. | 12/1996 – 03/1999

- Contracted and supervised workers for public construction jobs, coordinated all phases of construction project from inception to completion, prepared cost and inventory reports and maintained accurate records using company work order reporting system, job site laborer, certified payroll, accounts receivable and payable.

LANGUAGES

- English, Armenian, Russian.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the 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 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 percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
NONE					

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORMBidder's Name Pro Flooring Corp.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	10	13	16	10	5	5	59
Total dollar amount of contracts (in thousands of dollars)	440,305	2,081,055	1,707,812	734,608	338,958	338,011	5,640,749
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: 
 Title: President
 Date: 2/12/2024

Signature: _____
 Title: _____
 Date: _____

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: City Project #636-Community Center Basketball Gym Flooring Improvements

WHEREAS Pro Flooring Corporation, 2283 Waltonia Drive, Unit 106, Montrose, CA 91020
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Contractors Bonding and Insurance Company9025 N. Lindbergh Drive, Peoria, IL 61615

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten (10) Percent of Amount Bid

Dollars (\$ Ten (10) Percent of Amount Bid), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.





IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: January 30, 2024

"Principal"

Pro Flooring Corporation
2283 Waltonia Drive, Unit 106, Montrose, CA 91020

By: 
 Its: President

By: _____
 Its: _____

"Surety"

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615

By:  Pam Binns
 Its: Attorney-in-Fact

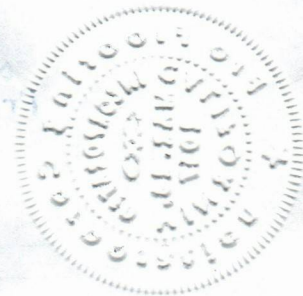
By: _____
 Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



S. C.

Wm. L. ...
...



ACKNOWLEDGMENT

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

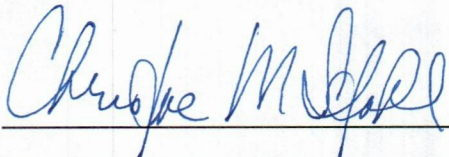
State of California
County of Kern)

On January 30, 2024 before me, Christine M. Stahl, Notary Public
(insert name and title of the officer)

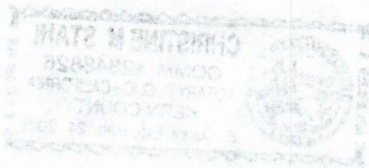
personally appeared Pam Binns Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their 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)





Chinghai M. Stair

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Ronald Burcham, Pam Binns, Michael F. Moore, Michael Hay, Mark Heyne, jointly or severally

in the City of Bakersfield, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 18th day of December, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Eric Raudins

Eric Raudins

Sr. Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 18th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 30th day of January, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Jeffrey D Fick

Jeffrey D Fick

Corporate Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

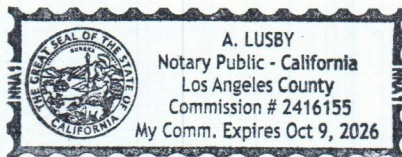
State of California)
County of Los Angeles)

On 2/9/24 before me, A. Lusby, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Armine Arakelian
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 2/9/24
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the President of Pro Flooring Corp., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/09/2024 [date], at Montrose [city], CA [state].

Signature:  Signature: _____
Printed Name: Armine Arakelian Printed Name: _____
Date: 02/09/2024 Date: _____

This form must be notarized.

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

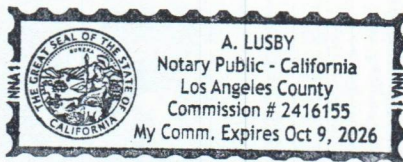
State of California)
County of Los Angeles)

On 2/9/24 before me, A. Lusby, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Armine Arakelian
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration Form Document Date: 2/12/24
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



BA20240031988



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240031988

Date Filed: 1/5/2024

B2387-5223 01/05/2024 12:55 PM Received by California Secretary of State

Entity Details

Corporation Name PRO FLOORING CORPORATION
Entity No. 4006609
Formed In CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address 2283 WALTONIA DRIVE, UNIT 106
MONTROSE, CA 91020

Mailing Address of Corporation

Mailing Address 2283 WALTONIA DRIVE, UNIT 106
MONTROSE, CA 91020

Attention

Street Address of California Office of Corporation

Street Address of California Office 2283 WALTONIA DRIVE, UNIT 106
MONTROSE, CA 91020

Officers

Officer Name	Officer Address	Position(s)
ARMINE ARAKELIAN	2283 WALTONIA DRIVE, UNIT 106 MONTROSE, CA 91020	Chief Executive Officer, Secretary, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Armine Arakelian	2283 Waltonia Drive, Unit 106 Montrose, CA 91020

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name ARMINE ARAKELIAN
Agent Address 2283 WALTONIA DRIVE, UNIT 106
MONTROSE, CA 91020

Type of Business

Type of Business Pro Flooring Corporation

Email Notifications

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

A. Arakelian

Signature

01/05/2024

Date

1. BID TABULATION															
PROJECT NAME: COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS, CITY PROJECT NO: 636															
BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
Pro Flooring Corporation		Geary Floors, Inc.		Genesis Floor Covering, Inc.		Coastal Construction Team		AVERAGE BID VALUES							
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Removal, haul away and disposal of existing multi-use flooring	1	LS	\$10,800.00	\$10,800.00	\$23,339.20	\$23,339.20	\$12,400.00	\$12,400.00	\$15,500.00	\$15,500.00	\$15,509.80	\$15,509.80	\$10,800.00	\$23,339.20
2	Preparation of sub-floor including filling, patching, and leveling as required, and all other methods and materials required in the preparation of sub-floor to receive installation of wood floor.	1	LS	\$12,400.00	\$12,400.00	\$8,000.00	\$8,000.00	\$15,500.00	\$15,500.00	\$18,600.00	\$18,600.00	\$10,200.00	\$10,200.00	\$8,000.00	\$12,400.00
3	Complete installation of new basketball gym multi-use wood flooring system, and all other methods of materials required for installation.	1	LS	\$105,120.00	\$105,120.00	\$140,660.80	\$140,660.80	\$223,200.00	\$223,200.00	\$297,600.00	\$297,600.00	\$122,890.40	\$122,890.40	\$105,120.00	\$140,660.80
BID RANKING					Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES The award of Contract is based on this amount.					\$128,320.00		\$172,000.00		\$251,100.00		\$331,700.00				
TOTAL BASE BID AMOUNT INDICATED BY BIDDER					\$128,320.00		\$172,000.00		\$251,100.00		\$331,700.00				
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00		\$0.00		\$0.00				
TOTAL ADDITIVE ALTERNATE BID AMOUNT					Not provided		\$6,800.00		\$6,200.00		\$6,200.00				
TOTAL BASE BID PLUS ADDITIVE ALTERNATE BID AMOUNT					Not provided		\$178,800.00		\$257,300.00		\$337,900.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS				YES											

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Pro Flooring Corporation			APPARENT LOW BID AMOUNT: \$128,320.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	BY	DATE	REMARKS
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	2/15/24	
BID BOND IN PROPER AMOUNT:		YES	NG	2/15/24	
ADDENDA ACKNOWLEDGEMENT:		YES	NG	2/15/24	
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		YES	OD	2/15/24	The apparent lowest bidder did not provide the revised bid schedule per Addendum 1 on its bid. This contractor acknowledge addendum 1 and 2 on its bid. The revised bid schedule per Addendum 1 included the original base bid schedule from the bid package, however, added an additive alternate bid schedule, for additional scope.
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	NG	2/15/24	
SUBCONTRACTOR AMOUNT:		N/A	NG	2/15/24	
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		N/A	NG	2/15/24	
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		N/A	NG	2/15/24	
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		N/A	NG	2/15/24	
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		N/A	NG	2/15/24	
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		N/A	NG	2/15/24	
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		N/A	NG	2/15/24	
PRIME CONTRACTOR LICENSE STATUS:	Pro Flooring Corporation	1027154, C-15	NG	2/16/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Pro Flooring Corporation	1000050599	NG	2/16/24	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
SUB CONTRACTOR LICENSE STATUS:	N/A	N/A	NG	2/15/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
SUB CONTRACTOR DIR REGISTRATION STATUS:	N/A	N/A	NG	2/15/24	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Pro Flooring Corporation	NOT ON STATE DEBARRED LIST	NG	2/16/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Pro Flooring Corporation	NOT ON FEDERAL DEBARRED LIST	NG	2/16/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	N/A	N/A	NG	2/15/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	N/A	N/A	NG	2/15/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:		YES	NG	2/16/24	See Reference Check

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
Pro Flooring Corporation												
REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Gym Wood Floor Replacement at Klein Gym	Menghetti Construction, Inc.	Charlie Menghetti, 209-652-1041	\$ 355,980.00	7/23/2023	Yes	Yes	No	No	Yes	Highly recommend and would hire again. 2/16/24 @ 8:38 am.	NG	2/16/2024
Comprehensive Modernization: Two New Gyms, Dance, Aerobics Rooms, Etc.	Clark Construction Group-California, LP	Sonia Silvestre-Henao, 562-355-7841	\$ 465,160.00	Package 1 Completed 5/28/2023, Package 2 Current	Yes	Yes	No	No	Yes	Sonia noted that they are rigid with change orders - have to work with the situation as the change orders were necessary. 2/16/24 @ 8:54 am.	NG	2/16/2024
Wood Flooring at Fine Arts Complex	AMG & Associates	Craig Shallenberger, 805-450-5789	\$ 536,236.00	2/5/2023						Did not answer - left voicemail. 2/16/24 @ 8:28 am.	NG	2/16/2024
Gym Wood Floor Replacement at Lancer Arena	Carlsbad USD	David Sharpski, 760.802.7391	\$ 278,500.00	7/2/2023						Did not answer - left voicemail. 2/16/24 @ 8:31 am.	NG	2/16/2024
AHCCC Improvement - Gym Wood Floor Replacement	Waisman Construction, Inc.	Guy Waisman, 818-669-4270	\$ 252,066.00	12/3/2023						Did not answer - left voicemail. 2/16/24 @ 8:44 am.	NG	2/16/2024
Comprehensive Modernization: Two New Gyms, Dance, Aerobic Rooms	Kemp Bros Construction, Inc.	Nigel Chalmers, 562-244-7048	\$ 323,770.00	8/20/2023						Did not answer - left voicemail. 2/16/24 @ 8:52 am.	NG	2/16/2024



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1027154

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/16/2024 9:04:54 AM

Business Information

PRO FLOORING CORPORATION
2283 WALTONIA DR UNIT 106
MONTROSE, CA 91020
Business Phone Number:(818) 541-0545

Entity Corporation
Issue Date 05/23/2017
Expire Date 05/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C15 - FLOORING AND FLOOR COVERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30111618

Bond Amount: \$25,000

Effective Date: 03/28/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ARMINE ARAKELIAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/23/2017

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9214405

Effective Date: 07/15/2019

Expire Date: 07/15/2024

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name

PRO FLOORING CORPORATION

Legal Entity Type

Corporation

Status

Active

Registration Number

1000050599

Registration effective date

07/01/21

Registration expiration date

06/30/24

Mailing Address

2283 WALTONIA DRIVE, UNIT 106 MONTROSE 91020 C...

Physical Address

2283 WALTONIA DRIVE, UNIT 106 MONTROSE 91020 C...

Email Address

amy.profco@gmail.com

Trade Name/DBA

PRO FLOORING CORPORATION

License Number (s)

CSLB:1027154

CSLB:1027154

Registration History

Effective Date	Expiration Date
05/10/18	06/30/19
07/01/17	06/30/18
07/01/19	06/30/21
07/01/21	06/30/24

Legal Entity Information

Corporation Entity Number:

4006609

Federal Employment Identification Number:

821047008

Agency for Service:**Agent of Service Name:**

ARMINE ARAKELIAN

Agent of Service Mailing Address:

2283 WALTONIA DRIVE, UNIT 106 MONTROSE 91020 CA Unite

President Name:

ARMINE ARAKELIAN

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:**

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

PRO FLOORING CORPORATION

Insurance Carrier:

STATE COMPENSATION INSURAN

Policy Number:

92144052020

Inception date:

07/15/22

Expiration Date:

07/15/23

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#) 
- [The Federal debarment list at the Excluded Parties List System](#) 

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6

How can we help you today?



**GRFCO, INC. DBA ONSITE KRUSHING,
GARCIA JUAREZ CONSTRUCTION, INC.;
GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON**

5/21/2021 through 5/20/2024

[Decision LB 6629](#) 

CSLB License Number: 291013 and 84801

**ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.;
UMAR KHALID RANA, an individual and CEO/RMO of ECS
CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an
individual and RMO of ECS CONTRACTORS, INC.**

3/1/2020 through 3/1/2023

[Decision LB 5590](#) 

CSLB License Number: 975222

**Avi Shechter, Individually
DBA Avi Shechter**

5/6/2019 through 5/5/2022

[Decision LB 6328](#) 

CSLB Number: 908891 and 1018353

**Patrick Kim, Individually
DBA Ritecon Plumbing**

8/21/2018 through 8/20/2019

[Decision LB 6762](#) 

CSLB Number: 991018

Bighorn Construction, Inc.

5/5/2018 through 5/4/2021

[Decision LB 6658](#) 

CSLB Number: 597866

**Doug Parks, Individually dba
Doug Parks and Son Plumbing**

10/11/2017 through 10/10/2019

[Decision SC 5807](#) 

CSLB Number: 411825

**Worthington Construction, Inc.;
Dale Worthington, an individual and CEO/RMO of
Worthington Construction, Inc.; and,
Holi Jeanne Worthington, an individual and Officer of
Worthington Construction**

6/15/2018 through

[Decision LB 5](#)



**RMV Construction, Inc., A California Corporation; and
Robert
Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.
Mike Vasil, an Individual and CEO/RMO President of RMV
Construction, Inc.**

4/1/2017 through 8/18/2018

[Decision LB 5266](#) 

CSLB Number: 892389

**Gewargis Youkhanis Narso, an individual dba
GEHVAC and Technologies, a sole proprietorship,
And GEHVAC Co., a sole proprietorship**

2/1/2017 through 1/31/2020

[Decision 40-48480-516](#) 

CSLB Number: 899312 and 1013848

**Joseph Brothers Enterprise, Inc.; Ken Joseph Individually
and as CEO**

4/3/2018 through 10/3/2019

[Decision SC 6390](#) 

CSLB Number: 849169

**Dave Cook Concrete Construction, Inc., and David William
Cook
34231 Camino Capistrano #102
Capistrano Beach, CA 92624-1189**

3/1/2017 through 2/29/2020

[Decision LB 6207](#) 

CSLB Number: 461897

**Bannaoun Engineers Constructors Corporation; Omar
Maloof, An Individual
P.O. Box 16599
Beverly Hills, CA 90209-2599**

05/12/17 through 05/11/20

[Decision SC 5517](#) 

CSLB Number: 827829



Evans Roofing Co., Inc.
2020 South Yale Street
Santa Ana, CA 92706

[Decision LB 6270](#) 

CSLB Number: 610549

Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing

05/14/17 through 05/13/20

Sierra Nevada Stucco
P.O. Box 8472
Reno, NV 89502
CSLB Number: 915812

[Decision SC 6037](#) 

2K Roofing
820 Kuenzli Street
Reno, NV 89502
CSLB Number: 954551

Del Norte Construction, And Trinidad Manuel Canales, an Individual

6/01/16 through 5/31/17

PO Box 5101
Oxnard, CA 93030

[Decision LB 5533](#) 

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

Diversified Building & Electric Company, Inc.

2/15/16 through 8/15/17

409 Tennant Station
Morgan Hill, CA 95037

[Decision SC 5714](#) 

Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company

CSLB Number: #765312

Fast Demolition, Inc.

4/1/44 through 3/31/47

601-C East Palomar Street #123

[Decision LB5742](#) 

Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.**

4/1/36 through 3/31/39
[Decision LB5740](#) 

4/1/33 through 3/31/37
[Decision LB5651](#) 

4/1/33 through 3/31/37
[Decision LB5739](#) 

4/1/24 through 3/31/27
[Decision LB5741](#) 

4/1/30 through 3/31/33
[Decision LB5743](#) 

4/1/27 through 3/31/30
[Decision LB5666](#) 

4/1/21 through 3/31/24
[Decision LB5667](#) 

4/1/18 through 3/31/21
[Decision LB5668](#) 

4/01/15 through 3/31/18
[Decision LB5345](#) 

Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services
CSLB Number: #969048 and #919761

8/6/15 through 8/5/18
[Decision SC 5756](#) 

Ultimate Inc., And, Enrique Vera, an Individual
PO Box 571117
Tarzana, CA 91356-1117
CSLB Number: #949229

12/1/15 through 11/30/18
[Decision LB 5655 & LBS659](#) 

Travioli Construction, Inc.
PO Box 231
Visalia, CA 93274
CSLB Number: #936832

9/11/15 through
[Decision SC 5800](#) 

Integrity Sheet Metal, Inc.

319 McArthur Way
Upland, CA 91786
CSLB #726770

2/01/15 through 1/31/18

[Decision LB 5596](#) 

William Ben Hicks, an individual;
Margaret Mary Hicks, an individual

L A Builders, Inc., a California Corporation

15635 Saticoy Street, #H
Van Nuys, CA 91406
CSLB #748591

2/01/15 through 1/31/18

[Decision LB5 171](#) 

Alon Gamliel, an individual

USA Wall Systems, Inc.

8309 Sunshine Lane
Riverside, CA 92508
CSLB #929610

4/01/15 through 3/31/18

[Decision LB 5323](#) 

Edward Eugene Brammer, an individual
and in his capacity as President/CEO/RMO

Daughter Construction

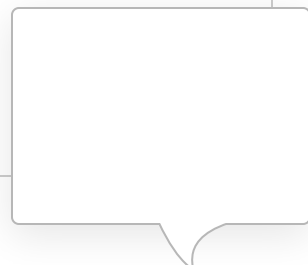
formerly dba Hy Carpentry Construction

15407 Thornlake Avenue
Norwalk, CA 90650
CSLB #979297

4/01/15 through 3/31/18

[Decision LB 5466, LB5467, LB5468 &
LB5520](#) 

Sharon Jin Yoo, an individual;
Dae Hyun Yoo, an individual
and in his capacity as manager/supervisor for Sharon Jin
Yoo and in his capacity as General Partner for HY
Construction, a General Partnership.



RDA Construction, Inc.

1692 W. Bullard Ave.,
Fresno, CA 93711
CSLB# 383306

12/15/14 through 12/14/16

[Decision 40-40508-522 & 44-40509-522](#) 

Titan Electrical Construction, Inc.

Lucas Oliver Stickney, an individual
Jamie Noel Furr, an individual
630 Natoma Street
San Francisco, CA 94103
CSLB# 919516

11/3/14 through 11/2/17

[Decision SC 5539](#) 

Ramos Painting

Carlos Ray Ramos, an individual
P.O. Box 3871
Paso Robles, CA 93447
CSLB# 753575

11/3/14 through 11/2/15

[Decision SC 5518](#) 

Dick Emard Electric.

dba Emard Electric Luke Richard Emard, an individual and
RMO
5930 Key Court, Suite A
Loomis, CA 95650
CSLB# 794007

11/3/14 thorough 11/2/17

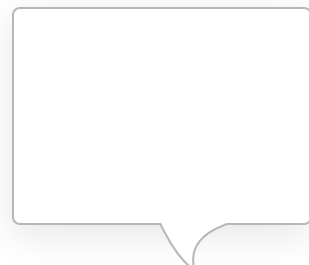
[Decision SC 5521](#) 

Nixon Electric

Gordon Fulton Nixon, an individual
5624 Faust Ave.
Woodland Hills, CA 91367
CSLB# 796802

8/1/14 through 7/31/17

[Decision LB 4495](#) 



Efren Neri, an individual
Servando Neri, an individual
Rebeca Neri, an individual
Luis Abelardo Castro, an individual
6087 California Ave.
Long Beach, CA 90805
CSLB# 797967

[Decision LB 4511, LB4512 & LB4521](#) 

Southland Construction
Reza Mohammadi, an individual
3943 Irvine Blvd., #405, Irvine, CA 92602
CSLB# 663784 (expired)

10/14/14 through 10/13/17

[Decision SAC 5492](#) 

**National Drywall Corporation,
A Dissolved California Corporation**
603 S. Milliken Avenue, Suite F
Ontario, CA 91761
CSLB #834335

8/4/14 through 8/3/17

[Decision SAC 5506](#) 

**Miguel Contreras, an Individual and
Responsible Managing Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

Tadros & Youssef Construction, Inc.
**Kamel Shaker Tadros & Makram Youssef Youssef,
Individually**
1221 E 8th Street, Unit A, Upland, CA 91786
CSLB# 698182 (expired)

5/10/14 through 5/9/17

[Decision SAC 5308](#) 

Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821
CSLB# 902927

5/1/14 through

[Decision LB 4](#)



Don Kelly Construction, Inc.

3/25/14 through 3/24/17

Don Kelly, Individual and Lisa Kelly, Individual

[Decision LB 4484](#) 

171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT
59719

Aldan, Inc.

2/28/14 through 2/27/17

P.O. Box 9428, Brea, CA 92822

[Decision LB5175](#) 

CSLB #949229

Russell/Thompson, Inc.

10/31/13 through 10/31/16

James Jean Russell & Valery Alena Thompson, Individually

[Decision SC 5309](#) 

4684 Oak Glen Dr., Redding, CA 96001

CSLB# 915036 (revoked)

Ayodejia A. Ogundare, Individual

5/15/2013 through 5/15/2014

Db a Pacific Engineering Company

[Decision SAC 1039](#) 

6310 Stewart Way, Bakersfield, CA 93308

CLSB#710322

Wallcrete Industries, Inc.; Garit David

7/29/12 through 7/28/15

Wallace and Amber Anderson, Individuals

[Decision SAC 5175](#) 

400 Kansas, Redlands, CA 92373

CSLB#834220

FEI Enterprises, Inc

6/14/12 through 6/13/15

Gabriel Fedida, Individual

[Decision SC 5160](#) 

5749 Venice Blvd., Los Angeles, CA 90019

CSLB#659252

Jeffrey Alan Mott and Michelle Mott, individuals

3/29/12 through 3/28/15

Dda Integrity Landscape

[Decision SC 5160](#) 

3756 Independence Avenue

Jensen Drywall & Stucco

Jeffrey E. Jensen

3714 Lynda Place

National City, CA 91950-8121

CSB # 664168 Exp. 2/18/11 (expired)

3/31/11 through 3/30/13

[Decision SC 5095](#) 

All West Construction, Inc.

Donald Kent Russell

495 N. Marks Ave.

Fresno, CA 93706

CSB # 592321 Exp. 4/3/12 (suspended)

3/31/11 through 3/30/13

[Decision se 5013](#) 

Country Builders, Inc.

Weldon Offill, individually

5915 Graham Ct.

Livermore, CA 94550

CSB # 699574 Exp. 11/30/12 (active)

3/1/11 through 2/28/14

[Decision SC 5053](#) 

[Addendum SC 5053](#) 

Sutter Foam & Coating, Inc.

909 A. George Washington

Yuba City, CA 95993

CSB # 732014 Exp. 1/31/09 (inactive)

7/1/10 through 6/30/13

[Decision SAC 5012](#) 

David Alvin Trexler, an individual

909 A. George Washington

Yuba City, CA 95993

Kenneth A. Trexler, an individual

2603 Lago Lane

Marysville, CA 95901

**Soo Dong Kim, an individual,
dba Soo Kim Electric Company**

16224 Ridgeview Lane

La Mirada, CA 90638

CSB # 568103 Exp. 8/1/09 (inactive)

4/19/10 through

[Decision SAC 1064](#) 

Hyo Nam Jung, an individual,

dba Lucid Electric

18621 Well Street

Rowland Heights, CA 91748

CSB # 914692 Exp. 4/3/10

Southwest Grading,

dba Southwest Grading Services, Inc.,

22031 Waite Street

Wildomar, CA 92595

3/18/10 through 3/17/13

[Decision SAC 1058](#) 

David Walter Cholewinski, an individual

22031 Waite Street

Wildomar, A 92595

29970 Technology Drive, Ste. 205

Murrieta, CA 92563

CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,

3267 Dutton Ave.

Santa Rosa, CA 95404

Salvatore Joseph Cimino, RMO, CEO and President of S.J.

Cimino Electric, Inc. and sole owner of S.J. Cimino

Electric, an individual

5825 Heights Rd.

Santa Rosa, CA 95401

CSB #343802 Exp. 2/28/10

CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12

[Decision SAC 1052](#) 

Cedar Development Corporation

Serghon Gabriel Afram, individually

12477 Feather Dr

Mira Loma, CA 91752

CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12

[Decision SAC 1042](#) 

All Floors Commercial and Residential Flooring, Inc.

Salvador Elias Perea, individually

750 E. McGlincy Lane, #103

Campbell, CA 95008

5/14/09 through 5/13/12

[Decision SAC 1040](#) 

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12

[Decision SAC1037](#) 

Updated: August 2023





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- ☐ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"PRO FLOORING"



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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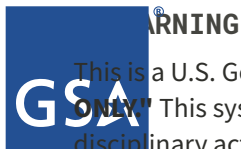
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PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

PRO FLOORING CORPORATION

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
PRO FLOORING CORPORATION**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 27th day of February 2024 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and **PRO FLOORING CORPORATION**, a California Corporation (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all

actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor 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 scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to fifteen percent (15%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of

equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Twenty Eight Thousand Three Hundred Twenty Dollars and Zero Cents (\$128,320.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5,

and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in

the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding February 27, 2025 from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Armine Arakelian
(Name)

President
(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Rene Salas or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge,

supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or 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. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, 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 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 the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services

to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor

Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted

documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$250 (Two Hundred Fifty Dollars) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

PRO FLOORING CORPORATION, Inc., a California corporation

By: _____
Name: Armine Arakelian
Title: President

By: _____
Name:
Title:

Address: 2283 Waltonia Dr., Unit 106
Montrose, CA 91020

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

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LIMITED

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GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled Community Center Basketball Gym Flooring Improvements Project in South El Monte, including any documents or exhibits referenced therein and attached hereto as Exhibit A-1**
- II. Brief description of the work to be performed:**

The work involves furnishing all labor, material, equipment, services, and incidentals required for the removal and disposal of existing flooring and installation of new basketball gym multi-use resilient wood flooring.
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Project Baseline Schedule
 - B. Project Look ahead Schedule (3 weeks look ahead) Updates
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:**

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Removal, haul away and disposal of existing multi-use flooring	1	LS	\$10,800.00	\$10,800.00
2	Preparation of sub-floor including filling, patching, and leveling as required, and all other methods and materials required in the preparation of sub-floor to receive installation of wood floor.	1	LS	\$12,400.00	\$12,400.00
3	Complete installation of new basketball gym multi-use resilient wood flooring system, and all methods and materials required for installation.	1	LS	\$105,120.00	\$105,120.00
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>128,320.00</u>

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed.

II. Contractor shall deliver the following tangible work products to the City by the following dates.

N/A.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to PRO FLOORING CORPORATION, as Contractor ("Principal"), a Contract for the work entitled and described as follows: COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20 ____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded PRO FLOORING CORPORATION, as Contractor ("Principal"), a Contract for the work entitled and described as follows: COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) 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/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of SOUTH EL MONTE**
Project: Community Center Basketball Gym Flooring
Improvements Project

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive
General Liability Endorsement | ☐ _____ |
| | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on ____ at 12:01 a.m. and forms a part of Policy Number ____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: February 27, 2024

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR NOVEMBER 28, 2023

SUMMARY: Staff is requesting approval of the Minutes of the October 24 and November 28, 2023, Successor Agency Meetings.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of November 28, 2023.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 11-28-23

ATTACHMENT A

CITY OF SOUTH EL MONTE SUCCESSOR AGENCY MEETING MINUTES

Tuesday, November 28, 2023 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting

ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting

Chair Olmos called the meeting to order at 8:12 p.m.

16. CALL TO ORDER AND ROLL CALL

PRESENT: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos.

ABSENT: Board Member(s): None.

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary, and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via teleconference.

17. APPROVAL OF AGENDA

A motion was made by Vice Chair Angel, seconded by Board Member Bojorquez to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos

NAYS: Board Member(s): None.

18. PUBLIC COMMENTS – NONE.

19. CONSENT CALENDAR

A motion was made by Board Member Delgado, seconded by Board Member Bojorquez to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel,
and Chair Olmos

NAYS: Board Member(s): None.

19.a. Approved the Regular Successor Agency Meeting Minutes of October 24, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:14 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair