

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, February 7, 2023, 6:00 p.m.

Location: City Council Conference Room, 240 W. Huntington Drive, Arcadia

Pursuant to Government Code Section 54953(b), Mayor Cheng will be attending the City Council Meeting via teleconferencing from the DoubleTree by Hilton Hotel Santa Ana - Orange County Airport, 201 E. MacArthur Blvd., Santa Ana, CA, 92707, at 6:00 p.m.

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：(626) 574-5455）。请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：(626) 574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.

Electronic submission of Public Comment is also available via the City's website or by email as noted below. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

1. **Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. Your comments must be received at least 30 minutes prior to the posted meeting time.
2. **Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

如何提交公众评论意见:

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见。

1. **亲自出席:** 填写一张发言人卡片, 注明议程项目编号, 然后在会议开始前提交给市书记官, 或者在市长询问公众发言时, 直接到讲台上发言。每位发言人的发言时间不得超过五(5)分钟。市长可自行决定缩短发言限制时间, 以便允许所有发言人向市议会表达自己的意见。

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录, 但会在会议开始前转交给市议会, 供市议会考虑。

1. **网站:** 请使用以下网站中刊载的在线公众评论意见表提交您的评论意见: ArcadiaCA.gov/comment。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
2. **电子邮件:** 请将您的评论意见通过电子邮件发送至: CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Paul P. Cheng, Mayor
April A. Verlato, Mayor Pro Tem
Michael Cao, Council Member
Sharon Kwan, Council Member
Eileen Wang, Council Member

PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

STUDY SESSION

- a. City Attorney Orientation – Brown Act and Land Use.

Regular Meeting City Council Chambers, 7:00 p.m.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE FOR THOSE IMPACTED BY THE MONTEREY PARK SHOOTING**
3. **INVOCATION**

Mohammad Abdul Ahad, Mosque of San Gabriel
4. **PLEDGE OF ALLEGIANCE**

5. ROLL CALL OF CITY COUNCIL MEMBERS

Paul P. Cheng, Mayor
April A. Verlato, Mayor Pro Tem
Michael Cao, Council Member
Sharon Kwan, Council Member
Eileen Wang, Council Member

6. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

7. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

8. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

9. PRESENTATIONS

- a. Presentation of adoptable dog by the Pasadena Humane Society.
- b. Presentation of Downtown Arcadia Improvement Association Annual Report by Donna Choi.

10. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) each speaker is limited to five (5) minutes per person unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, in the discretion of the City Council.

You are hereby advised that should you desire to legally challenge in court or in an administrative proceeding any action taken by the City Council regarding any public hearing item, you may be limited to raising only those issues and objections you or someone else raised at the public hearing or in written correspondence delivered to the City Council at, or prior to, the public hearing.

- a. Temporary Use Permit No. TUP 22-23 to allow FunBox, an inflatable play area park, at The Shops at Santa Anita Mall (400 S. Baldwin Avenue) Northwest Parking Lot area near Baldwin Avenue from March 1, 2023 through May 31, 2023.
CEQA: Exempt
Recommended Action: Adopt Findings and Approve

11. PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

12. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).

13. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

- a. Regular Meeting Minutes of January 17, 2023.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7480 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are seasonal and recurrent public nuisance, and declaring an intention to provide for the abatement thereof.
CEQA: Not a Project
Recommended Action: Adopt
- c. Professional Services Agreement with Geo-Advantec, Inc. for Material Testing Services in the amount of \$100,900.
CEQA: Exempt
Recommended Action: Approve
- d. Contract with Mission Paving and Sealing, Inc. for the Fiscal Year 2022-23 Annual Slurry Seal Project in the amount of \$741,340.
CEQA: Exempt
Recommended Action: Approve
- e. Contract with Sheldon Mechanical Corporation for HVAC Preventative Maintenance and Repair Services at various City facilities in the amount of \$295,870.
CEQA: Not a Project
Recommended Action: Approve
- f. Extension to the Contract with Superior Pavement Markings, Inc. for Street Striping and Pavement Marking Services in the amount of \$135,696.60.
CEQA: Not a Project
Recommended Action: Approve
- g. Purchase Order with The Cat Rental Store for the purchase of one new Genie All-Electric Scissor Lift in the amount of \$33,075.
CEQA: Not a project
Recommended Action: Approve
- h. Purchase Order with L.N. Curtis and Sons for the purchase of MSA G1 Self-Contained Breathing Apparatus and related equipment in the amount of \$1,070,400.
CEQA: Not a Project
Recommended Action: Approve
- i. Purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$108,540.
CEQA: Not a Project
Recommended Action: Waive the Formal Bid Process and Approve

14. ADJOURNMENT

The City Council will adjourn this meeting in memory of the 20 victims of the Monterey Park shooting on January 21, 2023, to February 21, 2023, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City's website at www.ArcadiaCA.gov. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCa.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

PUBLIC PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

MATTERS NOT ON THE AGENDA should be presented during the time designated as "PUBLIC COMMENTS." In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.**

MATTERS ON THE AGENDA should be addressed when the City Council considers that item. Please indicate the Agenda Item Numbers(s) on the **Speaker Card**. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

PUBLIC HEARINGS AND APPEALS are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

AGENDA ITEMS: The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

DECORUM: While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

欢迎参加阿凯迪亚市议会会议!

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站 (www.ArcadiaCa.gov) 可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应请求通过电子邮件索取 (CityClerk@ArcadiaCa.gov)。至于在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

公众参与：市议会欢迎并邀请您参加市议会的所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市政府要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张**发言卡**，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

议程之外的事项应当在指定的“公众评议”时间提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。**根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。**

列入议程的事项应当在市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

公开听证和上诉是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以另外提交反驳意见。

议程事项：议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

同意日历：在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

行为规范：尽管市民可对市政府的政策和市议会或其成员的行动或拟议行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内阻止别人发言，或妨碍公众听到发言内容或看到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、祖籍、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维持市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘捕，并可能根据《刑法典》第 403 条或《阿凯迪亚市政法典》相关条款提出起诉。



STAFF REPORT

Development Services Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
Prepared By: Fiona Graham, Planning Services Manager

SUBJECT: TEMPORARY USE PERMIT NO. TUP 22-23 TO ALLOW FUNBOX, AN INFLATABLE PLAY AREA PARK, AT THE SHOPS AT SANTA ANITA MALL (400 S. BALDWIN AVENUE) NORTHWEST PARKING LOT AREA NEAR BALDWIN AVENUE FROM MARCH 1, 2023 THROUGH MAY 31, 2023
CEQA: Exempt
Recommendation: Adopt Findings and Approve

SUMMARY

The Applicant, Mr. Lovos on behalf of Hallier Investments, LLC (dba: FunBox), is requesting approval for Temporary Use Permit Application No. TUP 22-23 to allow operation of an inflatable play area park at The Shops at Santa Anita Mall (400 S. Baldwin Avenue). The play area will be located in the northwest parking lot area near Baldwin Avenue from March 1, 2023, through May 31, 2023. It is recommended that the City Council approve Temporary Use Permit No. TUP 22-23, subject to the conditions of approval listed in this staff report.

BACKGROUND

The Applicant operates a large, temporary inflatable play area business in the Los Angeles area. FunBox is currently located inside the mall, adjacent to the food court and has been there since 2019. The operation inside the mall is smaller and includes some inflatable play areas. The Applicant has been operating the temporary inflatable play area park at mall parking lots throughout the Los Angeles area for the past two years. Other locations have included Woodland Hills Westfield Mall and Del Amo Fashion Center in Torrance.

This will be the first time the Applicant will operate an outdoor, inflatable play area park in Arcadia. The proposed event will take place in the northwest parking lot area, near

Baldwin Avenue, at The Shops at Santa Anita (refer to Attachment No. 1 - Site Plan and Aerial Map).

DISCUSSION

The Development Code allows for temporary uses to occur throughout Arcadia subject to review and approval by the City. A temporary use that proposes to operate in excess of 14 consecutive days, or six consecutive weekends, in a 12-month period requires a public hearing before the City Council.

The proposed inflatable play area park will be held at The Shops at Santa Anita northwest parking lot from March 1, 2023, through May 31, 2023. It will operate three days a week – Friday through Sunday – from 9:00 a.m. to 9:00 p.m., and the following school-closure days: March 13, April 3 – 7 (Spring Break), and May 29 (Memorial Day). The hours of operation are similar to the mall, which is open from 10:00 a.m. to 8 p.m. Sunday through Thursday and from 10:00 a.m. to 9:00 p.m. on Fridays and Saturdays. Patrons will purchase tickets for a timeslot on a particular day and enter through the main entrance, which faces north. Each session is 1.5 hours long. The organizers are expecting that approximately 90% of tickets will be purchased online; however, tickets may be purchased at the main entrance to the event area. The event will have at least 10 staff on site at all times, including an operations manager.

The inflatable park area will be secured behind an eight foot high temporary fence. Within the fenced area there will be tables and chairs, five portable toilets and one wash station. The park will have two inflatable play areas – a larger one and a smaller one, and supporting equipment such as generators, fire extinguishers, and temporary lighting. No food will be sold at this event, except that bottled water will be available for purchase. Signage will be attached to the exterior of the temporary fence that encloses the FunBox play area, and no additional off-site signage is proposed. Refer to Attachment No. 2 for photos of FunBox operations at other similar locations.

Based on previous experiences at the Woodland Hills and Torrance malls, the Applicant is expecting a maximum of 330 people to attend per timeslot, with Saturdays being the busiest day. Patrons are typically children 12 years and younger, although there are no age limits overall. The entire facility can accommodate up to 400 people, and the larger inflatable play area within the fenced area has a maximum capacity of 300 people. An employee will be stationed at the entrance/exit to the larger inflatable play area to regulate use and capacity limitations, ensuring no more than 300 customers are using the space at any one time.

Parking will be provided onsite at the mall parking lot. The organizers for FunBox estimate a maximum of 140 vehicles will park at the site for up to 400 patrons. This estimate is based on experiences operating FunBox at other malls in the Los Angeles

Area. There will be more than 375 parking spaces available in the parking lot area immediately adjacent to the inflatable play park. Although these spaces are not being held specifically for FunBox guest parking, there will be more than sufficient parking available throughout the mall for all customers. Furthermore, the majority of patrons are children and it is expected that many will visit as a family or group, reducing parking space demand.

This request has been reviewed by the Fire Department, Police Department, Planning and Building Services, Engineering Services, and the Public Works Services Department. No concerns were raised by any of the departments for the requested permit.

It is recommended that the following Conditions of Approval be stipulated for the event:

1. The approval for the Funbox Park Play event is from:
 - March 1, 2023, through May 31, 2023, from 9:00 a.m. to 9:00 p.m., Friday through Sundays; and
 - March 13, April 3 – 7, and May 29, 2023, from 9:00 a.m. to 9:00 p.m.
2. An outdoor assembly permit and inspection is required from the Fire Department prior to the commencement of operation.
3. Ensure at least two pedestrian exits are provided at exterior chain link fence per the California Building Code (“CBC”) 1006.2.1. The exits shall be man-gates that swing in the direction of travel. If hardware is provided, it shall be panic or push-bar type.
4. The generator shall be enclosed and protected from public access. A driven ground rod shall be provided for all portable generators. All 120v general use receptacles shall be GFCI protected. All electrical cords used shall be free from defects and shall be appropriately protected. An electrical permit is required for temporary generators and lighting, which shall comply with the 2022 California Electrical Code.
5. Emergency lighting shall be provided for the event area up to 50 feet from the play structure.
6. Any electrical wiring on ground shall be secured in a fashion to prevent tripping.
7. An emergency operations plan shall be submitted to the Fire Department for review at least one (1) week prior to the commencement of the event.

8. Facilities must meet California's accessibility requirements. Ensure a minimum of 5% of all activities are accessible. This includes parking spaces, portable toilets, and seating arrangements.
9. Accessible routes to and around the attraction shall be provided in accordance with Section 11B-206 and shall comply with Division 4 California Building Code ("CBC") 11B-206.
10. The event and set up shall comply with the latest adopted edition of the following codes as applicable:
 - a. California Building Code
 - b. California Electrical Code
 - c. California Mechanical Code
 - d. California Plumbing Code
 - e. California Energy Code
 - f. California Fire Code
 - g. California Green Building Standards Code
 - h. California Existing Building Code
 - i. Arcadia Municipal Code
11. There must be at least one recycling bin located next to each trash bin.
12. All future events sponsored by FunBox and within the parking lot area at The Shops at Santa Anita shall be subject to administrative approval of a Temporary Use Permit. This future Temporary Use Permit approval is only valid for three months within a calendar year. No City Council hearing shall be required for these events unless significant operational modifications are proposed, or if required by the Development Services Director; in which case, the application may be referred to the City Council.
13. Noncompliance by the Applicant with any Arcadia Municipal Code provisions or Conditions of Approval for TUP 22-23 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing and/or cancellation of the event.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Temporary Use Permit No.

TUP 22-23 (“Project”) on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant’s contractors, agents, tenants, employees or any other persons acting on Applicant’s behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days’ notice from the City of any such action, the Applicant shall provide to the City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. The City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City’s legal team to continue working on the matter. The City shall only refund to the Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, at the request of the Applicant or not.

15. Approval of TUP 22-23 shall not take effect until the Applicant/Property Owner has executed and filed with the City on or before February 28, 2023, an Acceptance Form available from the Development Services Department, to indicate acceptance of the conditions required by this approval.

FINDINGS

Pursuant to Development Code Section 9107.23.080, a Temporary Use Permit may be approved if all the following findings can be made.

- 1. The operation of the requested temporary use at the location proposed, within the time period specified, and subject to appropriate conditions will not jeopardize, endanger, or otherwise constitute a menace to the public convenience, health, safety, or general welfare.**

Facts in Support of the Finding: The parking lot area being utilized for the inflatable play area park at The Shops at Santa Anita mall can accommodate the proposed event. The proposed event will not jeopardize, endanger, or otherwise constitute a menace to the public convenience, health, safety, or general welfare. The event will be held in the northwest parking lot area, adjacent to Baldwin Avenue. This location is approximately 170 feet from multi-family residential uses on the west side of Baldwin Avenue. The inflatable play area park and residential units are separated by a landscaped earth berm and Baldwin Avenue, which consists of six lanes of traffic and a median. Music will be played through speakers for the enjoyment of patrons; however, the noise level will not exceed the decibel level that is allowed in the City's Municipal Code. The hours of operation are similar to the mall's opening/closing times, and the use is not anticipated to generate any off-site impacts inconsistent with the Regional Commercial Zone or the mall use.

- 2. The proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site.**

Facts in Support of the Finding: The Shops at Santa Anita is more than adequate in size and shape to accommodate the proposed inflatable play area park use. In addition to typical mall uses such as retail, restaurant, service, and entertainment, The Shops at Santa Anita has hosted several events similar in size and attendance in previous years, such as a pumpkin patch, a COVID testing center, and Circus Vargas, without any notable negative effects. Temporary events and uses are typically located in the northwest parking lot area near Baldwin Avenue. The proposed inflatable play area park will follow the same operational characteristics as previous events to ensure that no detriment to the use and enjoyment of surrounding properties will occur.

- 3. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably be expected to generate.**

Facts in Support of the Finding: The Shops at Santa Anita is served by Huntington Drive and Baldwin Avenue, which are adequate in width and pavement type to carry the vehicle traffic generated by the proposed inflatable play area park.

- 4. Adequate temporary parking to accommodate vehicular traffic to be generated by the temporary use will be available either onsite or at alternate locations acceptable to the Director.**

Facts in Support of the Finding: Parking for the proposed inflatable play area park will be provided onsite. Parking will not be allocated or restricted for use by FunBox patrons as the mall has more than sufficient parking available to meet anticipated guest numbers. The maximum number of vehicles expected for any session is 140. The parking area immediately adjacent to FunBox will have more than 375 spaces available. The Applicant has operated inflatable play area parks at other malls in the Los Angeles area without any parking issues. As a result of this information, the temporary use is not expected to generate any traffic or parking issues on the site.

- 5. The location for the proposed temporary use would not adversely interfere with existing uses on the subject property, and would not impede or adversely impact pedestrian access ways and/or vehicular circulation patterns.**

Facts in Support of the Finding: The Shops at Santa Anita mall is an existing commercial mall housing a variety of retail, restaurant, service, and entertainment uses. The mall's parking lot, where the inflatable play area park is to be located, is vacant or underutilized throughout much of the year. The mall also hosts several temporary events and uses throughout the year such as the Circus Vargas and an annual pumpkin patch in the same location as FunBox is proposed to operate. These other temporary uses operate similarly sized operations in the same location without any adverse impacts. The proposed inflatable play area park will be held from March 1, 2023, through May 31, 2023, and this will be the only temporary event taking place on the mall property at this time. Given the size of the site, the proposed event will not adversely interfere with the regular operations of the mall or impact pedestrian and/or vehicular circulation patterns.

- 6. The applicant agrees in writing to comply with any and all of the conditions imposed by the Review Authority in the approval of the Temporary Use Permit.**

Facts in Support of the Finding: As required with all approvals and per Condition of Approval No. 15, the Applicant will be required to execute an Acceptance Form, indicating acceptance of the Conditions of Approval.

Based on the foregoing as well as the submitted application materials, all required findings can be made by the City Council

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt from the California Environmental Quality Act (“CEQA”) under Section 15304(e) of the CEQA Guidelines, a temporary use having no permanent effect on the environment. A Preliminary Exemption Assessment is included as Attachment No. 3.

PUBLIC NOTICE/COMMENTS

Public hearing notices for this item were mailed on January 25, 2023, to the property owners within 1,000 feet of the subject site, and the notice was published in the Arcadia Weekly newspaper. As of February 3, 2023, staff did not receive any public comments on this temporary use permit application.

FISCAL IMPACT

The proposed event will not have a fiscal impact on the City’s General Fund budget as no additional services are required by the Police or Fire Department for this event.

RECOMMENDATION

It is recommended that the City Council adopt the required findings and approve Temporary Use Permit No. TUP 22-23, with a Categorical Exemption from the California Environmental Quality Act (“CEQA”) per Section 15304(e), and allow FunBox, an inflatable play area park, at The Shops at Santa Anita Mall (400 S. Baldwin Avenue) Northwest Parking Lot area near Baldwin Avenue from March 1 through May 31, 2023, subject to the recommended Conditions of Approval.

Approved:

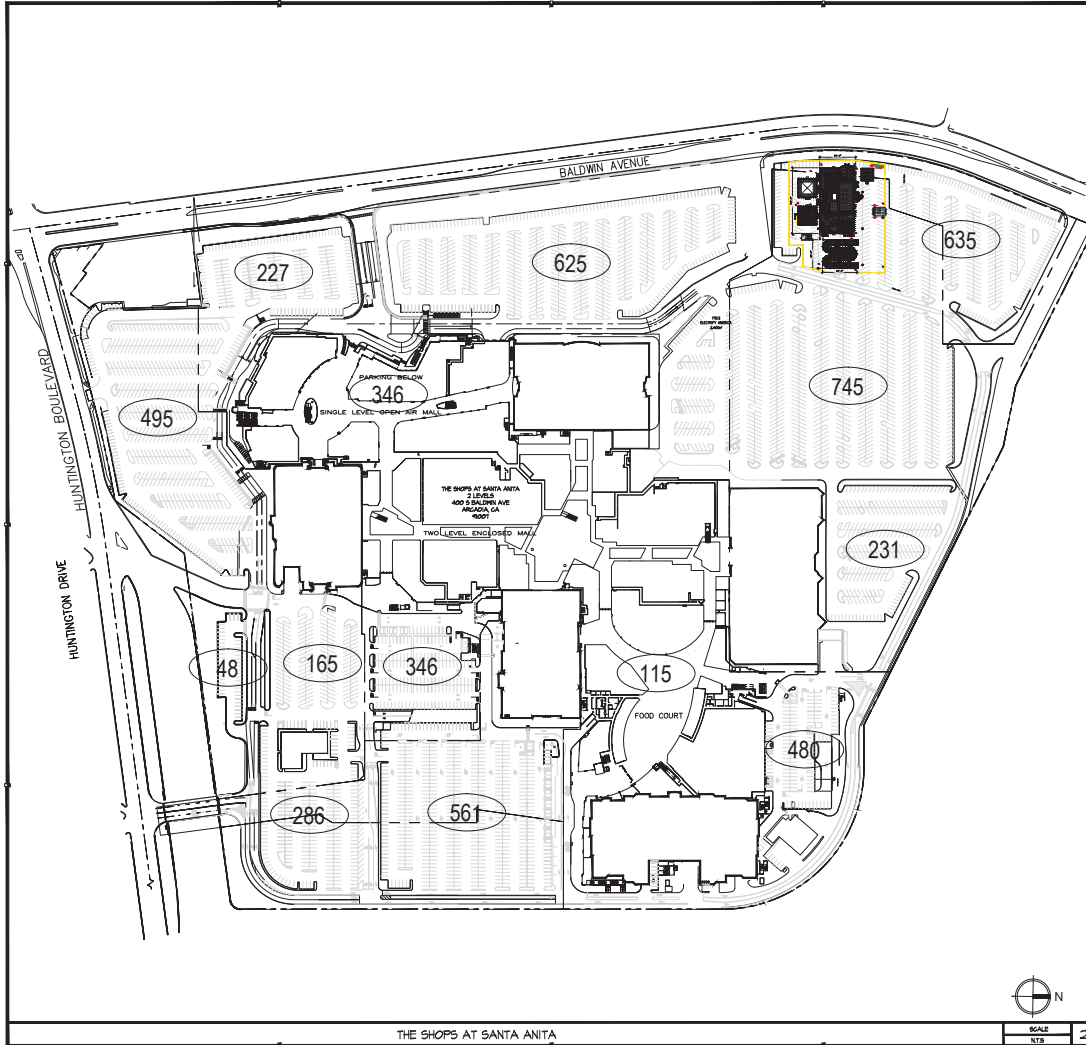


Dominic Lazzaretto
City Manager

- Attachment No. 1: Site Plan and Aerial Map
- Attachment No. 2: Photos of FunBox operations at other locations
- Attachment No. 3: Preliminary Exemption Assessment

Attachment No. 1

Site Plan and Aerial Map



PARKING TABULATION	
REQUIRED 1 PER 100 SQFT	209 PARKING SPACES REQUIRED
PARKING SPACES TEMP. REPLACED	104
EMPLOYEE PARKING SPACES	17
REGULAR PARKING SPACES	1,305
TOTAL PARKING SPACES REQUIRED	209
TOTAL PARKING SPACES AVAILABLE	1,315

DATE OF OPERATION	
PERIOD	MARCH 1, 2020 - MAY 31, 2020

HOURS OF OPERATION	
PERIOD	FRIDAY 9 A.M. - 9 P.M.
	SATURDAY 9 P.M. - 9 P.M.
	SUNDAY 9 A.M. - 9 P.M.
*** 1.5-HOUR TIME SLOTS	
*** 300 OCCUPANCY LOAD PER TIME SLOT	

EMPLOYEES PER SHIFT	
MANAGER + MAINTENANCE = STAFF OF 8	
MANAGER & MAINTENANCE PERSON WORKS AN HOUR BEFORE AND STAYS AN HOUR AFTER: 9 A.M. - 9 P.M.	
STAFF OF 8: 9 A.M. - 3 P.M. (3 P.M. - 9 P.M.)	
SATURDAY & SUNDAY:	
MANAGER + MAINTENANCE = STAFF OF 14	
MANAGER & MAINTENANCE PERSON WORKS AN HOUR BEFORE AND STAYS AN HOUR AFTER: 9 A.M. - 9 P.M.	
STAFF OF 14: TWO SHIFTS: 7 PEOPLE 9 A.M. - 3 P.M. / 7 PEOPLE 3 P.M. - 9 P.M.	

PROJECT DATA	
SCALE	2
NTS	

VICINITY	
SCALE	1
NTS	

APPLICANT:	PROFESSIONAL SEAL:
HALLIER INVESTMENTS, LLC. 250 E SUNSET RD 5-409 LAS VEGAS, NEVADA 89120	
ATTY: ERIN SUDAN	

DESIGNER:
FUNBOX

4500 PARK GRANADA SUITE 202
CALABASAS, CALIFORNIA
91302

SHEET TITLE:
SITE PLAN

NO.	DATE	ISSUES & REVISIONS:	BY	APP'D

DRAWINGS, SPECIFICATIONS AND OTHER VISUAL AIDS, AS INDICATED BY SERVICE ARE THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE BE PROVIDED OR NOT, AND THEY ARE NOT TO BE USED FOR ANY OTHER SITE THAN THE ONE FOR WHICH THEY ARE PROVIDED, EXCEPT BY AGREEMENT IN WRITING.

FUNBOX 2020

OWNER/CLIENT:
HALLIER INVESTMENTS LLC.
ATTY: LAURENCE HALLIER

2510 E SUNSET RD
LAS VEGAS, NEVADA
89120

PROJECT: FUNBOX

LOCATION: 400 S BALDWIN AVE
ARCADIA, CA
91007

JOB #	DATE	SCALE	SHEET #
-	12/22/22	NOTED	SP-1

Attachment No. 2

Photos of FunBox at other locations









Attachment No. 3

Preliminary Exemption Assessment



CITY OF
ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

(Certificate of Determination
When Attached to Notice of Exemption)

1. Name or description of project:	TUP 22-23 – A temporary use permit to allow FunBox, an inflatable play area park, at The Shops at Santa Anita mall northwest parking lot area near Baldwin Avenue from March 1, 2023 through May 31, 2023 at 400 S. Baldwin Avenue								
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	400 S. Baldwin Avenue (The Shops at Santa Anita mall north-west parking lot near Baldwin Avenue)								
3. Entity or person undertaking project:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">A.</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">B. Other (Private)</td> </tr> <tr> <td style="width: 10%; border-right: 1px dashed black; padding: 2px;">(1) Name</td> <td style="padding: 2px;">Hallier Investments, LLC</td> </tr> <tr> <td style="border-right: 1px dashed black; padding: 2px;">(2) Address</td> <td style="padding: 2px;">2510 E. Sunset Road 5-400 Las Vegas, Nevada 89120</td> </tr> </table>	A.		B. Other (Private)		(1) Name	Hallier Investments, LLC	(2) Address	2510 E. Sunset Road 5-400 Las Vegas, Nevada 89120
A.									
B. Other (Private)									
(1) Name	Hallier Investments, LLC								
(2) Address	2510 E. Sunset Road 5-400 Las Vegas, Nevada 89120								
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>								
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.								
b. <input type="checkbox"/>	The project is a Ministerial Project.								
c. <input type="checkbox"/>	The project is an Emergency Project.								
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.								
e. <input checked="" type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">The project is categorically exempt.</td> </tr> <tr> <td style="width: 40%; border-right: 1px dashed black; padding: 2px;">Applicable Exemption Class:</td> <td style="padding: 2px;">15304(e) – Temporary Use of Land Having No Permanent Effects</td> </tr> </table>	The project is categorically exempt.		Applicable Exemption Class:	15304(e) – Temporary Use of Land Having No Permanent Effects				
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Applicable Exemption Class:	15304(e) – Temporary Use of Land Having No Permanent Effects								
f. <input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">The project is statutorily exempt.</td> </tr> <tr> <td style="width: 40%; border-right: 1px dashed black; padding: 2px;">Applicable Exemption:</td> <td style="padding: 2px;"></td> </tr> </table>	The project is statutorily exempt.		Applicable Exemption:					
The project is statutorily exempt.									
Applicable Exemption:									
g. <input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">The project is otherwise exempt on the following basis:</td> </tr> <tr> <td style="width: 40%; border-right: 1px dashed black; padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </table>	The project is otherwise exempt on the following basis:							
The project is otherwise exempt on the following basis:									
h. <input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">The project involves another public agency which constitutes the Lead Agency.</td> </tr> <tr> <td style="width: 40%; border-right: 1px dashed black; padding: 2px;">Name of Lead Agency:</td> <td style="padding: 2px;"></td> </tr> </table>	The project involves another public agency which constitutes the Lead Agency.		Name of Lead Agency:					
The project involves another public agency which constitutes the Lead Agency.									
Name of Lead Agency:									

Date: January 23, 2023

Staff: Fiona Graham, Planning Services Manager

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JANUARY 17, 2023**

CALL TO ORDER – Mayor Cheng called the Closed Session to order at 6:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng
ABSENT: None

PUBLIC COMMENTS - There were no public comments.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Albert Yeznaian v. KJR Eastern Enterprises, Inc., a corporation; Linyan Holdings, LLC, a limited liability company; City of Arcadia, a government entity; County of Los Angeles a government entity; Kin Wa Chiu, and individual; and Does 1 through 50, inclusive, Los Angeles County Superior Court (Case No. 22STCV11585).

After City Council discussion, a motion was made by Mayor Pro Tem Verlato, seconded by Council Member Kwan, to authorize and approve the filing of a cross-complaint against all four co-defendants listed on the posted agenda. The City Council unanimously approved the action.

The Closed Session ended at 6:53 p.m.

**Regular Meeting
City Council Chamber, 7:00 p.m.**

1. **CALL TO ORDER** – Mayor Cheng called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Pastor Terrence Shay, First Chinese Baptist Church of Walnut/Arcadia Resident
3. **PLEDGE OF ALLEGIANCE** – City Clerk Gene Glasco

4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng
ABSENT: None

5. **REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS**

City Attorney Maurer announced that prior to the Regular Meeting, the City Council held a Closed Session to discuss existing litigation pursuant to the Agenda, and that the City Council unanimously voted to approve the filing of a cross complaint against all four other defendants listed on the posted Agenda.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

7. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

A motion was made by Mayor Pro Tem Verlato and seconded by Council Member Cao to read all ordinances and resolutions by title only and waive the reading in full.

8. PRESENTATIONS

- a. Presentation of Mayor's Certificates to outgoing Arcadia Chamber of Commerce Board Members.

9. PUBLIC HEARING

- a. Statement of Objectives and Projects for use of Community Development Block Grant ("CDBG") Funds for Fiscal Year 2023-24.
CEQA: Not a Project
Recommended Action: Approve

Economic Development Manager Schwehr presented the Staff Report.

Mayor Cheng opened the public hearing and no one appeared.

Mayor Cheng declared the public hearing closed.

After discussion, a motion was made by Mayor Pro Tem Verlato, seconded by Council Member Cao, and carried on roll call vote to approve the Statement or Objectives and Projects for use of Community Development Block Grant ("CDBG") Funds for Fiscal Year 2023-24.

AYES: Verlato, Cao, Kwan, Wang, and Cheng
NOES: None
ABSENT: None

City Attorney Maurer clarified for the record that the recommendation of the staff report included to authorize and direct the City Manager to modify the project allocation should amendments become necessary and execute a Memorandum of Understanding with the Los Angeles County Development Authority.

It was the consensus of the City Council to amend the motion to include the clarification provided by City Attorney Maurer.

10. PUBLIC COMMENTS – There were no public comments.

11. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (*including reports from the City Council related to meetings attended at City expense [AB 1234]*).

Council Member Cao announced that he attended the League of Cities/Los Angeles General Membership Meeting at the Metropolitan District; the Arcadia Planning Commission meeting; the Monarch Restaurant Grand Opening; Chinese Employee Association of Los Angeles County New

Year's event; the Roundtable of Southern California Chinese American Organizations New Year's event; Delicious Food Corner Restaurant Grand Opening; Clean Power Alliance Orientation meeting; and the USC Arcadia Hospital medical staff meeting and requested support from two Council Members to add on a future agenda the discussion of a healthcare commission. Mayor Cheng and Council Member Wang concurred.

Council Member Kwan announced that she attended the Arcadia Association of Realtors; Foothill Gold Line Board meeting; the Arcadia Beautiful Commission meeting; and the Delicious Food Corner restaurant Grand Opening.

Council Member Wang announced that she attended the Northwest Chamber of Commerce Association Donation and Toy drive event; San Gabriel Valley Council of Governments new office Open House; Asian Pacific Economic Corporation Trade Show; Second Los Angeles Eagle Golf Tournament Award Ceremony; Chinese Consolidated Benevolent Association New Board Installation; American Chinese Organization Federation Chinese Spring Gala; Jin Long Yi Chinese Boxer Meet and Greet Event; Southcoast AQMD 33rd Annual Clean Air Awards; Northwest Chamber of Commerce of Commerce New Year's Spring Gala; California Art Academy Business Owner Ms. Lei Wang 50 Year Commitment Anniversary; Arcadia Chamber of Commerce Board of Directors meeting; 120th Anniversary of Korea Immigration to the United States; Delicious Food Corner restaurant Grand Opening; Beijing Association Annual Event: Celebrating 31 years of history and New Years Spring concert; Northeast Chamber of Commerce 7th Anniversary; People's Republic of China Lunar New Year Celebration Event; and on December 9 she met with students from Arcadia High School who created a Non-Profit Organization, One Step to Green, to help improve air quality.

Mayor Pro Tem Verlato announced that she attended the opening of San Gabriel Council of Governments new office in Monrovia; the Arcadia Museum Commission Meeting and announced the Museum will have a red envelope exhibit in honor of the Year of the Rabbit from January 21, 2023, through March 25, 2023. She announced that she attended the San Gabriel Valley Council of Governments executive meeting with a focus on restoring public transportation; she provided the litigation costs for the three law suits last year, totaling \$167,885.29; she stated that she continues to received complaints form Downtown Arcadia businesses regarding the unhoused population; and invited residents to participate in Arcadia's Homeless Count on January 24, 2023; and wished all a Happy Lunar New Year.

City Clerk Glasco shared that Arcadia was once known as the egg supplier to Los Angeles in the 1920s; and he encouraged residents to check out the congregate meals provided by the Arcadia Recreation Center.

Mayor Cheng announced that he attended the Delicious Food Corner restaurant Grand Opening; he wished former Police Chief Guthrie and City Clerk Glasco Happy Birthday; and thanked all the new Council Members for serving our community.

12. CONSENT CALENDAR

- a. Regular Meeting Minutes of December 20, 2022.
CEQA: Not a Project
Recommended Action: Approve
- b. Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services in the amount of \$626,196.36.
CEQA: Not a Project
Recommended Action: Approve

- c. Contract with Carrier Corporation for the Fire Station 107 HVAC Equipment and Zone Replacement Project in the amount of \$37,176.
CEQA: Not a Project
Recommended Action: Approve
- d. Contract with Ace Construction, Inc. for the Baseball Field Bleacher Project in the amount of \$866,000.19.
CEQA: Exempt
Recommended Action: Approve
- e. Contract with Gentry Brothers, Inc. for the Miscellaneous Arterial Rehabilitation of First Avenue and Santa Clara Street, and St. Joseph Street, in the amount of \$1,321,361.10.
CEQA: Exempt
Recommended Action: Approve

Mayor Pro Tem Verlato pulled Item 12.e. from the Consent Calendar for separate discussion.

It was moved by Mayor Pro Tem Verlato, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 12.a. through 12.d.

AYES: Verlato, Cao, Kwan, Wang, and Cheng
NOES: None
ABSENT: None

Regarding Consent Calendar Item 12.e, Mayor Pro Tem Verlato requested clarification on the location of the project in the event she would need to recuse herself due to a conflict of interest. She also requested more detail on the history and importance of the project.

Assistant City Manager/Development Services Director Kruckeberg and City Attorney Maurer clarified that she did not need to recuse herself and her place of business was beyond the distance requirements for conflicts of interest.

City Engineer Merrill appeared and provided the history of the project and information regarding the drainage concerns.

It was moved by Mayor Pro Tem Verlato, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Item 12.e.

AYES: Verlato, Cao, Kwan, Wang, and Cheng
NOES: None
ABSENT: None

13. CITY MANAGER

- a. Resolution No. 7478 ratifying and declaring the existence of a local emergency regarding the 2023 January Winter Storms.
CEQA: Exempt
Recommended Action: Ratify and Adopt

City Manager Lazzaretto and Fire Chief Suen provided a PowerPoint presentation on the request for an Emergency Declaration.

Public Works Services Director Cranmer presented photos of damage caused by the winter storms to City facilities, infrastructure, roadways, and Wilderness Park.

After City Council discussion, a motion was made by Council Member Cao and seconded by Council Member Kwan to adopt Resolution No. 7478 ratifying and declaring the existence of a local emergency regarding the 2023 January Winter Storms.

AYES: Cao, Kwan, Wang, Verlato, and Cheng
NOES: None
ABSENT: None

14. ADJOURNMENT

The City Council adjourned at 8:46 p.m. to Tuesday, February 7, 2023, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Office of the City Clerk

DATE: February 7, 2023
TO: Honorable Mayor and City Council
FROM: Dominic Lazzaretto, City Manager
By: Linda Rodriguez, Assistant City Clerk

SUBJECT: RESOLUTION NO. 7480 DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The Los Angeles County Department of Agricultural Commissioner/Weights and Measures (the "County") has submitted a "Declaration List" of private properties within the City that have been found by their inspection to have hazardous weeds, brush, and rubbish, which constitute an existing or potential hazard to the health and safety of adjacent property owners. The County recommends that the City Council adopt a resolution declaring that the conditions are a public nuisance and must be abated or removed.

It is recommended that the City Council adopt Resolution No. 7480 and schedule the protest public hearing for February 21, 2023.

BACKGROUND

Annually, the County inspects properties located in the City of Arcadia to identify potentially hazardous conditions that must be removed or abated. For 2023, 19 properties have been found to have weeds, brush, and/or rubbish upon them and a list of those addresses is attached as part of Resolution No. 7480 as Exhibit "A".

At the request of the County, attached for City Council consideration is the adoption of Resolution No. 7480 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and declaring its intention to provide for the abatement thereof. It is also recommended that

a public hearing be scheduled for February 21, 2023, at 7:00 p.m., as the date and time for the City Council to hear protests, if any, from affected property owners.

The nuisance abatement process also allows property owners sufficient time to clean up their properties before the County would provide services on their behalf. Quite often, on large, vacant properties, it is easier and cheaper for the property owners to allow the County to remove the weeds and debris and pay the abatement charge.

Upon adoption of Resolution No. 7480, the County will mail weed abatement notices to those property owners. If the properties are not sufficiently mitigated, the County will carry out the work and add the cost on to the annual property tax bills for the subject property. This item is brought back to the City Council later this year for adoption of a final list of properties that will be charged for the abatement.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

There is no fiscal impact to the General Fund as a result of the County abating or removing nuisances from those properties located in the City of Arcadia. Affected property owners are assessed by the County directly for the removal of the weeds, if necessary.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act; and adopt Resolution No. 7480 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and declaring its intention to provide for the abatement thereof; and schedule the protest public hearing for February 21, 2023.

Attachment: Resolution No. 7480

RESOLUTION NO. 7480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Arcadia specifically finds:

A. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or are otherwise noxious or dangerous, or a public nuisance.

B. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

C. That by reason of the foregoing facts, the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

D. That the private property, together with the streets and sidewalks in front of the same herein referred to, is more particularly described as follows, to-wit: That

certain property described in Exhibit "A" attached hereto and by this reference made a part hereof as though set forth in full herein.

SECTION 2. Pursuant to the findings of fact by this City Council heretofore made, the City Council determines that the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail.

SECTION 3. The Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspection. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]


Passed, approved and adopted this 7th day of February, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Exhibit "A"

2023
LOS ANGELES COUNTY DECLARATION LIST
CITY OF ARCADIA
KEY OF 7, CITY CODE 035 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5765 002 015	CANYON RD	NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5765 002 016	CANYON RD	NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5771 001 902	CANYON RD	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
5773 007 009	153 E SANTA CLARA ST	KOEPER, JOSEF TR	153 W LEMON AVE	ARCADIA CA	91007
5779 015 041	E DUARTE RD	CHIEN, CHEN F A CO TR	1604 SHENANDOAH RD	SAN MARINO CA	91108
5779 018 040	201 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5779 018 050	203 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5784 020 014	LEROY AVE	KOLOVOS, GEORGE P TR	12424 WILSHIRE BLVD STE 1040	LOS ANGELES CA	90025
8532 013 026	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 013 027	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 013 029	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 016 001	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 003	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 004	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 022	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8572 002 005	314 E LIVE OAK AVE	WU, YI-SHUEN M & SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8572 002 007	LIVE OAK AVE	WU, YI-SHUEN M & SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8573 024 005	122 E LIVE OAK AVE	NORTH AMERICA DONHENG HOLDING INC	411 E HUNTINGTON DR STE 107	ARCADIA CA	91006
8573 024 006	128 E LIVE OAK AVE	NORTH AMERICA DONHENG HOLDING INC	411 E HUNTINGTON DR STE 107	ARCADIA CA	91006
TOTAL RECORDS					19



STAFF REPORT

Public Works Services Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Michael Loekman, Principal Civil Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH GEO-ADVANTEC, INC. FOR MATERIAL TESTING SERVICES IN THE AMOUNT OF \$100,900

CEQA: Exempt

Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for a multitude of projects that require material testing. To ensure the City is receiving the highest quality of service and most competitive pricing for professional material testing services, the PWSD solicited a formal request for proposals (“RFP”). Based on the evaluated proposals, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Geo-Advantec, Inc., for material testing services in an amount not to exceed \$100,900.

BACKGROUND

The PWSD is responsible for a variety of projects that require material testing services. The material testing needed encompasses subgrade and asphalt concrete pavement compaction as well as percolation tests that determine infiltration of surface water. Some of the projects that require material testing include pavement rehabilitation, sewer and water main replacement, and slurry sealing. The services for material testing include:

- Attending pre-construction meetings and coordinating work daily on an as needed basis with the assigned construction inspector;
- Observation and testing of compaction for subgrade, asphalt concrete pavement;
- Obtaining coring samples to determine AC, base, and native thickness;
- Performing percolation tests and reports;

- Construction field observation, testing and recommendations during the backfill, subgrade and asphalt pavement compaction efforts by the contractor;
- Complete documentations from all testing; and
- Other related services.

DISCUSSION

On December 5, 2022, a Request for Proposals for professional material testing services was published in the City’s adjudicated newspaper and sent to certified contractors who provide material testing services. Six proposals were received. All proposals received were evaluated based on their experience, qualifications, understanding of the needs of the City, quality of service approach, and cost. The results of the evaluation along with the proposed contractor cost are as follows:

<u>Company Name</u>	Score	Proposed Total Contract Cost
Geo-Advantec, Inc.	95.7%	\$100,900
Smith-Emery Laboratories	91.7%	\$157,555
Universal Engineering Sciences	89.7%	\$121,000
RMA Group, Inc.	88.1%	\$164,500
Fenagh Engineering & Testing	86.0%	\$130,060
Koury Engineering + Testing Inc.	83.8%	\$218,450

After careful review and consideration of the proposals received, it was determined that Geo-Advantec, Inc. is well-qualified to perform the required material testing services. In addition, they provided the lowest cost for these services.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Funding for material testing services is budgeted within each Fiscal Year 2022-23 Capital Improvement Program project that requires material testing.

RECOMMENDATION

It is recommended that the City Council determine that this item is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Geo-Advantec, Inc. for Material Testing Services in an amount not to exceed \$100,900.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
MATERIAL TESTING – MISCELLANEOUS PUBLIC WORKS PROJECTS**

This Agreement is made and entered into as of _____, 2023 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 (“City”), and **Geo-Advantec, Inc.**, a California Corporation, with its principal place of business at **457 W. Allen Avenue, Suite 113, San Dimas, CA 91773** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Material Testing – Miscellaneous Public Works Projects (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **ONE HUNDRED THOUSAND, NINE HUNDRED DOLLARS AND NO CENTS (\$100,900.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **one (1) year from the date of execution**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Ronald Hanson, Inspector/Principal Engineering Geologist**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Jan Balanay
Senior Engineering Assistant

CONSULTANT:
Geo-Advantec, Inc.
457 West Aleln Avenue, Suite 113
San Dimas, CA 91773
Attn: Ronald Hanson
Inspector/Principal Engineering Geologist

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND GEO-ADVANTEC, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARCADIA

GEO-ADVANTEC, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
Michael J. Mauer
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Material Testing – Miscellaneous Public works Projects shall include the sampling and testing of materials as well as AC coring samples incorporated into the project for conformance with the project plans and specifications. The services shall include, but are not limited to the following:

1. Attending pre-construction meetings and coordinating work daily on an as needed basis with the assigned construction inspector.
2. Observation and testing of compaction for subgrade, asphalt concrete pavement.
3. Obtain coring samples to determine AC, base, and native thickness.
4. Perform percolation tests and reports.
5. Construction field observation, testing and recommendations during the backfill, subgrade and asphalt pavement compaction efforts by the contractor.
6. Complete documentations from all testing.

The materials testing will be based on an estimated type and number of tests required plus required personnel on an hourly basis with a not-to-exceed amount agreed upon by the consultant and the City. The City anticipates the following number of tests and may increase or decrease on an as needed basis:

- 500 – Subgrade compaction tests and Certified Reports
- 500 – Asphalt compaction / density tests and Certified Reports
- 50 – Asphalt Coring Samples and Certified Reports
- 5 – Percolation tests

EXHIBIT "B"

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below:

The schedule of prices is attached as attachment "A" to this Exhibit "B".

Material Testing – Miscellaneous Public Works Projects	-	\$100,900.00
Total Compensation	-	\$100,900.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the agreement.

Attachment A to Exhibit "B"

PROPOSAL PRICING FORM

ATTACHMENT A

Material Testing – Miscellaneous Public Works Projects

Company:	Geo-Advantec, Inc.
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PROPOSAL PRICING FORM COMPLETION INSTRUCTIONS

The proposal pricing forms are divided into 4 bid items; each containing specific types material testing services. All testing will be performed in accordance with appropriate CalTrans or ASTM standards. Contractor will assume a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, contractor will charge for eight hours. Any meetings and/or consultations requested by the City will also be charged in accordance with the contractor's rates listed in the proposal. Please review each section carefully before completing the forms.

Each section must be completed correctly or the entire proposal may be rejected. The entered annual totals shall be for a **12-month service period only, starting XXX 2023 through XXX 2024**. Use dollar signs and commas to indicate dollar values.

By submittal of a proposal, the Contractor acknowledges it has evaluated the required services and can perform such services as indicated in the proposal specifications. This service is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

Item No.:	Description	Unit of Measure	Est. Qty.	Unit Price	Item Cost
1	Subbase/base compaction tests, laboratory density testing, certified reports, and sample pick up	EA	500	\$71.10	\$35,550
2	Asphalt compaction tests, laboratory density testing, certified reports, and sample pick up	EA	500	\$61.70	\$30,850
3	Asphalt Coring samples and Certified Reports	EA	50	\$290.00	\$14,500
4	Percolation Tests and Certified Reports	EA	5	\$4,000	\$20,000

Total: \$100,900

ENGINEERING SERVICES		
ENGINEERING AND PROFESSIONAL SERVICES		
Principal Geotechnical Engineer/Principal Engineering Geologist	\$ 225.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$ 175.00	Per Hour
Registered Civil Engineer	\$ 175.00	Per Hour
Project Manager	\$ 125.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$ 125.00	Per Hour
Administration	\$ 50.00	Per Hour
Drafter	\$ 70.00	Per Hour
Principal Geologist Forensic/Field and Office	\$ 250.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$ 300.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$ 250.00	Per Hour
Field Engineer Forensic	\$ 150.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$ 350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$ 300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE		
FIELD DRILLING AND TESTING		
Field Testing/Sampling Helper (Technician - Prevailing Wage)	\$ 120.00	Per Hour
Drilling – Hollow Stem Auger (6-8” diameter) (Minimum \$3600/day) (subject to adjustment)	\$ 550.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum 8 hrs.)	\$ 6500.00	Per Day
Drilling – Cone Penetration Test (minimum 4 hrs. and 8 hrs. after)	\$ 6000.00	Per 8 Hr. Shift
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 350.00	Each Location
Sample Pickup (truck + driver, min. 2 hrs.)	\$ 75.00	Per Hour
GPR Survey	\$ 3000.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15')	\$ 3000.00	Per Test
INSPECTION SERVICES		
GEOTECHNICAL MONITORING		
DURING CONSTRUCTION TESTING AND INSPECTION SERVICES		
Soil Technician / Field Engineer (Prevailing Wage)	\$ 120.00	Per Hour
Soils/Materials Inspector (Regular Wage)	\$ 90.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$ 120.00	Per Hour
Deputy Grading Inspector (City of LA)	\$ 135.00	Per Hour
Nuclear Gauge Equipment	\$ 50.00	Per Day
MATERIALS SPECIAL INSPECTION		
Inspector/Concrete, Batch Plant Inspection	\$ 120.00	Per Hour
Inspector/Masonry	\$ 120.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	\$ 120.00	Per Hour
Inspector/Post-Tension	\$ 120.00	Per Hour
Inspector/Fireproofing	\$ 120.00	Per Hour
Inspector/UT	\$ 135.00	Per Hour
Inspector/Pull Test	\$ 135.00	Per Hour
REPORTS		
Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum
DSA-293 Report	\$ 500.00	Ea. Cert.
DSA-291 Report	\$ 500.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$ 3000.00	Each
Pad Certificate Report/Letter	\$ 1500.00	Each
Utility Trench Compaction Report – (Length <4000 L.F.)	\$ 2000.00	Each
Wall Backfill Report	\$ 2000.00	Each

REPORTS

Monthly Interim In-Grading Report	\$ 1500.00	Each
Pile/Shoring Monitoring Report (Final)	\$ 2500.00	Each
Plan Review (Grading/ Foundation) (Per Quote, Minimum \$1,500)	\$ 2500.00	Each
Materials Testing Final Verification Report	\$ 1000.00	Each Project
Laboratory Report Review Letter (Stamped)	\$ 750.00	Each

LABORATORY TESTING

SOIL AND AGGREGATE

CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM			
T101	D2937	CT212	Unit Weight	\$ 20.00	Each
T102	D4829		Expansion Index	\$ 125.00	Each
T103	C117, D1140		Finer than #200 Wash	\$ 50.00	Each
T104	D422, C136	CT202	Sieve Analysis- Coarse & Fine Including wash	\$ 150.00	Each
T105	D422, C136	CT202	Sieve Analysis- Coarse Aggregate	\$ 125.00	Each
T106	D422, C136	CT202	Sieve Analysis- Fine Including Wash	\$ 125.00	Each
T107	D422	CT203	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 200.00	Each
T108	D422	CT203	Hydrometer Analysis only	\$ 125.00	Each
T109	D4318	CT204	Atterberg Limits LL, PL, & PI of Soils	\$ 125.00	Each
T110	D2435		Consolidation (without Time Rate)	\$ 185.00	Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 100.00	Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$ 90.00	Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$ 65.00	Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$ 160.00	Each
T115	C128	CT207	Absorption Only, Fine Aggregate	\$ 90.00	Each
T116	AASHTO T100	CT209	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$ 140.00	Each
T117	D2216	CT226	Water Moisture Content	\$ 20.00	Each
T118	D3080		Direct Shear (3 Points)	\$ 250.00	Each
T119	D3080		Direct Shear Remolded sample (3 points)	\$ 300.00	Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$ 150.00	Each
T121	D1557-C		Maximum Density 6 in. Mold Passing 3/4 in. Sieve	\$ 160.00	Each
T122	D2166	CT221	Unconfined Compressive Strength of Cohesive Soil	\$ 150.00	Each
T123	D2844	CT301	R-Value, Untreated Material (3 Points)	\$ 300.00	Each
T124	D2844	CT301	R-Value, Treated Material	\$ 325.00	Each
T125	D4791	CT235	Flat and Elongated Particles	\$ 230.00	Each
T126	D3744	CT229	Durability Index (fine and coarse) in Aggregate	\$ 250.00	Each
T127	D3744	CT229	Durability Index (fine or coarse) in Aggregate	\$ 160.00	Each
T128	C142		Clay Lumps and Friable Particles in Aggregate	\$ 150.00	Each

SOIL AND AGGREGATE					
CLASSIFICATION & PHYSICAL CHARACTERISTICS					
ID	ASTM	CTM			
T129	C40	CT213	Organic Impurities in Fine Aggregates for Concrete	\$ 70.00	Each
T130	D5821	CT205	Percentage of Crushed Particles	\$ 180.00	Each
T131	C131	CT211	Los Angeles Rattler Test, (Abrasion up to 1-1/2")	\$ 250.00	Each
T132	C535	CT211	Los Angeles Rattler Test, (Abrasion Large-up to 2-1/2")	\$ 290.00	Each
T133	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, 5-cycles	\$ 340.00	Each
T134		CT216	Relative Compaction of Soils & Aggregates using California Impact Apparatus	\$ 210.00	Each
T135		CT227	Cleanness Value of Coarse Aggregate	\$ 190.00	Each
T136	D558		Moisture-Density Relations of Soil-Cement Mixtures	\$ 160.00	Each
T137	D1633-A		Compressive Strength of Molded Soil-Cement Cylinders using 4 in. Mold	\$ 55.00	Each
T138	D4546		One-Dimensional Swell or Collapse of Soils	\$ 120.00	Each
T139			Shelby Tube Cutting, Remolding or Trimming Specimens for testing	\$ 30.00	Each
T140	D1883		California Bearing Ratio, Maximum Density test separate charge	\$ 600.00	Each
T141	D2435		Consolidation (with time rate for 2 loads)	\$ 240.00	Each
CHEMICAL PROPERTIES OF SOILS					
ID		CTM			
T190		CT643	Resistivity	\$ 75.00	Each
T191		CT643	pH	\$ 50.00	Each
T192		EPA 300.0	Sulfate Content	\$ 65.00	Each
T193		EPA 300.0	Chloride Content	\$ 65.00	Each
T194		CT643 EPA 300.0 EPA 300.0	Corrosivity Series	\$ 200.00	Each
CONCRETE					
ID	ASTM	CTM			
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders, including Holds	\$ 35.00	Each
T202	C495		Compression, Lightweight Insulating Concrete	\$ 120.00	Each
T203	C42, C39		Concrete Cores Compression Test (excludes sampling)	\$ 80.00	Each
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 110.00	Each
T205	C109	C515	Compression, 2"x2"x2" Cube Specimen	\$ 55.00	Each
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 130.00	Each
T207	C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 135.00	Each
T208	C157		Drying Shrinkage (Set of 3 bars, 4 readings, up to 90-days)	\$ 460.00	Each set
T209	C39		Unit Weight of Concrete Cylinders	\$ 50.00	Each
T210			Review Existing Mix Design	\$ 100.00	Each
T211			Drilling Cores from Shotcrete Panel (Field)	\$ 200.00	Each

MATERIALS TESTING						
ID	ASTM	CTM	UBC			
T301	D2216		7-6	Fireproofing Density Test	\$ 50.00	Each
T302				Mechanically Spliced Reinforcing Tensile Test up to size No.11	\$ 300.00	Each
T303	A416			Pre-Stress Still Strand (7 wire)	\$ 350.00	Each
T304	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 65.00	Each
T305	A615, A706			Reinforcing Tensile or Bend No.9 to 11	\$ 90.00	Each
T306	A615, A706			Reinforcing Tensile or Bend No.11 to 14	\$ 205.00	Each
T307	N/A			Welding Procedure Review	\$ 100.00	Each
T308	F606			Anchor Bolts, Studs, or Threaded Rods Tensile Test under 100,000 lbf	\$ 200.00	Each
T309	F606, F3125			Bolt A325 or A490 Wedge Tensile and Hardness up to 3/4"	\$ 130.00	Each
T310	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/8" in diameter, and Hardness	\$ 195.00	Each
T311	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/4" in diameter, and Hardness	\$ 200.00	Each
T312	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-3/8" in diameter, and Hardness	\$ 215.00	Each
T313	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/2" in diameter, and Hardness	\$ 240.00	Each
T314	F606, A194			Nut - Hardness and Proof Load under 100,000 lbf	\$ 55.00	Each
T315	F606, A194			Nut- Hardness and Proof Load Test 100,000-120,000 lbf	\$ 65.00	Each
T316	F436			Washer- Hardness	\$ 40.00	Each
HOT MIX ASPHALT TESTING						
ID	ASTM	CTM				
T401	D1561	CT304		Laboratory Test Maximum Density (LTMD), Hveem	\$ 280.00	Each
T402	D1560	CT304, CT366		Stabilometer Value	\$ 330.00	Each
T403		CT305		Stability - Swell	\$ By Quote	Each
T404		CT308		Specific Gravity & Density of Core	\$ 80.00	Each
T405	D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 200.00	Each
T406		CT370		Moisture Content by Microwave Oven	\$ 60.00	Each
T407	D5444	CT202		Sieve Analysis of Extracted Aggregate Sample	\$ 150.00	Each
T408	C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00	Each
T409	C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 200.00	Each
T410	D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 200.00	Each
T411	D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 300.00	Each
T412	D1188	CT308		Unit Weight – Coated, Molded Specimen or Cores	\$ 80.00	Each
T413	D2726, D6926			Compacted Maximum Density – MARSHALL	\$ 220.00	Each
T414	D2172			Extraction, % Asphalt (Reflux) including wash and solvent charge	\$ 390.00	Each
T415	D2216	CT226		Emulsion Moisture Content by Oven	\$ 50.00	Each
T416	AASHTO T59	CT331		Residue by Evaporation	\$ 200.00	Each
T417	D3910			Wet Track Abrasion Test (WTAT)	\$ 170.00	Each

MASONRY TESTING					
ID	ASTM	UBC			
T501	C140		Compression Test of CMU Block (gross)	\$ 65.00	Each
T502	C140		Absorption & Moisture Content	\$ 60.00	Each
T503	C426		Linear Shrinkage	\$ 205.00	Each
T504	C140		Unit Weight	\$ 70.00	Each
T505	C140		Dimensional Measurements	\$ 50.00	Each
T506	C140		Compression Test of Masonry Core	\$ 80.00	Each
T507	C39, C780	21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 45.00	Each
T508	C1314	21-17	Compression Test of Composite Prism	\$ 200.00	Each
T509	C1019	21-18	Compression Test of 3" x 3" x 6" Grout	\$ 85.00	Each
T510	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6" or 8" Cores	\$ 150.00	Each
T511			Saw Cutting Coupons, or trimming from Masonry Unit	\$ 40.00	Each
T512			GPR Scanning for Reinforcement	\$ 200.00	Each
T513			Masonry Wall Coring	\$ 200.00	Each
T514			Masonry Wall Coring above 5 feet from floor	\$ 300.00	Each

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be real time for soils technicians and a minimum of eight (8) hours for materials inspectors. If an inspector or technician is scheduled to perform a service and no work is performed, two (2) hours for soils technicians and four (4) hour charge for material inspectors will apply and referred to as a show-up charge.

TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI's closest office and for round trip drive time (Portal to Portal).
- For regular/non-prevailing jobs, a round-trip mileage cost equal to \$0.75 per mile, calculated from GAI's office to the project site, will be charged.
- The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

SCHEDULING & CANCELLATIONS

- A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling and for after 3:00 pm the preceding day, the inspector/technician will be deployed to the site if a technician is available.

PREVAILING WAGE

- Our rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become agreed upon basis for charges by GAI to Client.

LABORATORY TESTING

- A sample pick-up charge of 2-hour minimum with an hourly rate of \$75 will be billed in addition to the prices quoted.
- Material samples will be discarded after testing, unless notification by Client has been made to GAI's laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI's laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

TERMS OF PAYMENT

- Invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice and will be subject to an additional charge of 1.5% of the unpaid balance for each month of delay. GAI reserves the right to terminate its services to Client without notice if all invoices are not paid currently. In case of service termination, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any, and all claims against GAI, its subsidiaries, affiliates, servants, and agents, for termination of work pursuant to this paragraph.

EXHIBIT "C"

Activity Schedule

All work shall be completed in accordance with the following schedule:

The term of this Agreement shall be for one (1) year from the date of execution. All tasks under Exhibit "A" shall be adhered to and executed accordingly.



STAFF REPORT

Public Works Services Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Jan Balanay, Senior Engineering Assistant

SUBJECT: CONTRACT WITH MISSION PAVING AND SEALING, INC. FOR THE FISCAL YEAR 2022-23 ANNUAL SLURRY SEAL PROJECT IN THE AMOUNT OF \$741,340
CEQA: Exempt
Recommendation: Approve

SUMMARY

As part of the City's Annual Asphalt and Concrete Program, the Public Works Services Department ("PWSD") is preparing to slurry seal various residential streets within the City. To ensure that the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid, and Mission Paving and Sealing, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Contract with Mission Paving and Sealing, Inc. for the Fiscal Year 2022-23 Annual Slurry Seal Project, in the amount of \$741,340 and approve a 5% construction contingency.

BACKGROUND

The PWSD is responsible for the maintenance and repair of approximately 147 miles of roadway within the City. The 2021 Pavement Management Program Update assessed the condition of all City streets and assigned a numerical index between 0 and 100, which is used to indicate the general condition of pavement. The Annual Slurry Seal Maintenance Program assists in extending the useful life of the pavement and improves the overall appearance and safety of City streets. This program provides surface maintenance for all City streets and divides the City into eight zones, with one zone being addressed each year as part of an eight-year cycle. Updates to the plan are conducted regularly to ensure that the program is effective and to identify street segments with unusual wear and tear.

DISCUSSION

The Fiscal Year 2022-23 Annual Slurry Seal Project will address approximately 17.9 miles of residential and arterial streets as shown on the attached Project Location Map (Exhibit A). The project area generally includes streets east of Santa Anita Avenue to the eastern City limits, and north of Huntington Drive to the northern City limits. The work includes crack sealing, the application of an emulsified asphalt and sand coating commonly referred to as slurry, and re-stripping of street centerlines, stop bars, and other safety striping. This process protects the asphalt pavement surface from weather, restores skid resistance, and provides an aesthetic improvement to the roadway. The sidewalk, curb, and gutter repair portion of the Program will go out to bid in late February 2023.

A Notice Inviting Bids was published in the City's adjudicated newspaper and bid packages were provided to contractors that perform this type of work. On January 17, 2023, the City Clerk received seven sealed bids with the following results:

Rank	Firm	Location	Base Bid
1.	Mission Paving and Sealing, Inc.	Irwindale	\$741,340.00
2.	Doug Martin Contracting Co., Inc.	La Habra	\$893,615.80
3.	American Asphalt South, Inc.	Fontana	\$896,790.00
4.	Pavement Coatings Co.	Jurupa Valley	\$911,880.00
5.	All American Asphalt	Corona	\$940,600.00
6.	VSS International, Inc.	West Sacramento	\$970,120.00
7.	Roy Allan Slurry Seal Inc.	Santa Fe Springs	\$983,664.20

Bid documents were reviewed for content and the contractors' background and recent projects were investigated for competency. Based on this review, it has been determined that Mission Paving and Sealing, Inc. is the lowest responsive bidder for this work. Mission Paving and Sealing, Inc. has successfully completed similar work within budget for the Cities of Arcadia, El Monte, Duarte, Industry, Fontana, Torrance, Chino Hills, and Rancho Palos Verdes.

ENVIRONMENTAL ANALYSIS

This project is considered a Class 1 exemption as defined in Section 15301(c) of the California Environmental Quality Act, since the project consists of the maintenance of existing public streets and does not involve expansion of the existing use of the streets.

FISCAL IMPACT

Funds in the amount of \$800,000 have been budgeted in the Fiscal Year 2022-23 Capital Improvement Program for the Annual Slurry Seal Program. The total cost for this Project is \$741,340 and a 5% construction contingency would bring the total cost to \$778,407, which is within the adopted budget. Any remaining funds from the Slurry Seal project will be used for sidewalk, curb, and gutter repair in the same project area.

RECOMMENDATION

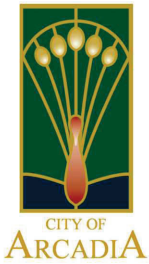
It is recommended that the City Council determine this project is considered a Class 1 exemption as defined in Section 15301(c) under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Contract with Mission Paving and Sealing, Inc. for the Fiscal Year 2022-23 Annual Slurry Seal Project in the amount of \$741,340, and approve a 5% construction contingency.

Approved:



Dominic Lazzaretto
City Manager

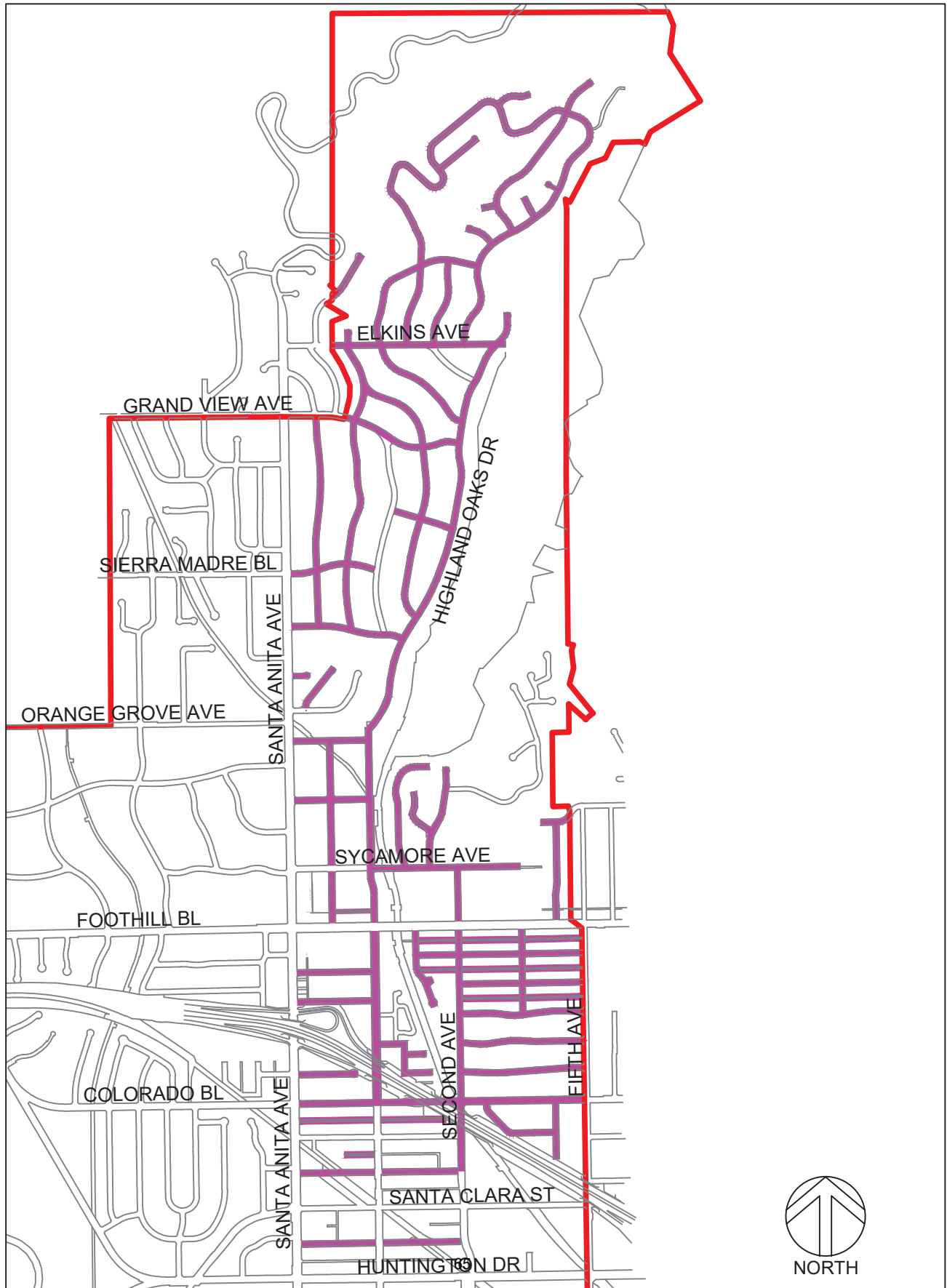
Attachments: Exhibit "A" - Project Location Map
Proposed Contract with Mission Paving and Sealing, Inc.



2022/23 ANNUAL SLURRY SEAL PROJECT

PROJECT NO.: 55331023

PROJECT LOCATION MAP - EXHIBIT "A"



CITY OF ARCADIA

**2022/2023 ANNUAL SLURRY SEAL PROJECT
PROJECT No.: 55331023**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
MISSION PAVING AND SEALING, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, 2023, by and between City of Arcadia, sometimes hereinafter called "City," and **Mission Paving and Sealing, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

A. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

2022/2023 Annual Slurry Seal Project / Project No.: 55331023

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Sixty (60)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **SEVEN HUNDRED FORTY-ONE THOUSAND, THREE HUNDRED FORTY DOLLARS AND NO CENTS (\$741,340.00)**. Payment shall be made as set forth in the General Conditions.

D. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Special Conditions, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

E. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond

Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

F. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

G. INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

H. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at dir.ca.gov and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ARCADIA

MISSION PAVING AND SEALING, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: February 07, 2023
TO: Honorable Mayor and City Council
FROM: Paul Cranmer, Public Works Services Director
By: Dave McVey, Acting General Services Superintendent

SUBJECT: CONTRACT WITH SHELDON MECHANICAL CORPORATION FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AT VARIOUS CITY FACILITIES IN THE AMOUNT OF \$295,870.
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for the daily operation and maintenance of heating, ventilation, and air conditioning systems (“HVAC”) for all City facilities. The City utilizes a contractor to perform detailed HVAC preventative maintenance work and extraordinary system repairs. To ensure the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted, and Sheldon Mechanical Corporation submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities in the amount of \$295,870, with the option of three one-year extensions.

BACKGROUND

The Public Works Services Department is responsible for the day-to-day operation and maintenance of HVAC systems at City facilities. The City utilizes a contractor to perform preventative maintenance and extraordinary system repairs. The monthly preventative maintenance tasks are outlined in the specifications of the contract, while extraordinary repairs are conducted on an as-needed basis when equipment failures occur. The preventive maintenance schedule is intended to minimize the occurrence of unscheduled extraordinary repairs, which ensures that equipment functions properly and prolongs equipment life.

DISCUSSION

The monthly HVAC preventative maintenance schedule includes service on the following types of equipment:

- Cooling towers
- Small HVAC package roof top units under 10 tons
- Large HVAC package roof top units over 10 tons
- Boilers and chillers
- Dedicated computer server room air conditioners
- Chilled water pumps
- Variable speed drives

A Notice Inviting Bids was published in the City's adjudicated newspaper and bid packages were distributed to contractors that perform HVAC preventative maintenance services. The City Clerk publicly opened five sealed bids on January 17, 2023, with the following results:

Rank	Bidder	Location	Bid
1.	Sheldon Mechanical Corporation	Santa Clarita, CA	\$ 295,870
2.	Pacific West Industries, Inc.	Anaheim, CA	\$ 358,169
3.	South Coast Facility Services	Anaheim, CA	\$ 397,832
4.	Control Air Enterprises, LLC	Anaheim, CA	\$ 510,598
5.	ABM Building Solutions, LLC	Anaheim, CA	\$ 576,128

The bid documents were reviewed for content and the contractors' background and recent projects were investigated for competency. Sheldon Mechanical Corporation was determined to be the lowest responsive bidder and can provide HVAC preventative maintenance services. Sheldon Mechanical Corporation is currently the City's HVAC maintenance contractor and has provided excellent service. Sheldon Mechanical Corporation's knowledge of City sites and equipment allows them to complete maintenance and service work in a highly efficient manner. Additionally, Sheldon Mechanical Corporation has successfully provided similar services for several municipal agencies in the San Gabriel Valley.

ENVIRONMENTAL IMPACT

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Funds are budgeted in each Department's contract services account in the Fiscal Year 2022-23 Operating Budget. The current contract for annual HVAC preventative maintenance and extraordinary repairs is \$151,046. To date, the City has spent approximately \$150,000 for these services. The total contract cost will be set at a not-to-exceed amount of \$295,870 and reflects a market increase in labor and material costs, a broader scope of work, and additional emergency calls for labor and installation of parts. All work performed is on a time and materials basis and the contractor is only paid for work performed.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act; and approve, authorize, and direct the City Manager to execute a contract with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities in the amount of \$295,870, with the option of three one-year extensions.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Contract

CITY OF ARCADIA

**HVAC PREVENTATIVE MAINTENANCE AND SERVICE
CONTRACT FOR VARIOUS CITY FACILITIES
2022/2023**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
SHELDON MECHANICAL CORPORATION**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, 2023, by and between City of Arcadia, sometimes hereinafter called "City," and **Sheldon Mechanical Corporation**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

A. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**HVAC PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR VARIOUS CITY
FACILITIES 2022/2023**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **30 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **TWO HUNDRED NINETY-FIVE THOUSAND, EIGHT HUNDRED SEVENTY DOLLARS AND NO CENTS (\$295,870.00)**. Payment shall be made as set forth in the General Conditions.

D. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Special Conditions, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

E. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification

Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

F. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

G. INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

H. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at dir.ca.gov and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ARCADIA

SHELDON MECHANICAL CORPORATION

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
Signature

Print Name and Title

By: _____
City Clerk

Approved as to Form:

Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave Thompson, Streets Superintendent

SUBJECT: EXTENSION TO THE CONTRACT WITH SUPERIOR PAVEMENT MARKINGS, INC. FOR STREET STRIPING AND PAVEMENT MARKING SERVICES IN THE AMOUNT OF \$135,696.60
CEQA: Not a Project
Recommendation: Approve

SUMMARY

On March 15, 2022, the City Council approved a contract extension with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$135,696.60. Superior Pavement Markings, Inc. has reached the end of their extended contract term and has submitted a written offer to extend their contract for an additional year with no increase in pricing. This will be Superior Pavement Markings, Inc.'s second contract extension. All other terms and conditions will remain in effect.

Based on the excellent service provided by Superior Pavement Markings, Inc., it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$135,696.60.

BACKGROUND

The existing Street Striping and Pavement Marking Program includes annual striping on all major arterial streets. Collector streets are striped once every two years and commercial and residential streets are striped once every three years. All pavement markings around schools are restriped annually in July before school begins. Miscellaneous striping service requests and requests from the Traffic Advisory Committee are handled on an as-needed basis.

DISCUSSION

On January 19, 2021, the City Council approved a one-year contract with the option of three one-year extensions with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$125,645. On March 15, 2022, the City Council approved the first optional contract extension in the amount of \$135,696.60. Superior Pavement Markings, Inc. has reached the end of their current contract term and has submitted a written offer to extend the contract for an additional year with no increase in pricing. Superior Pavement Markings, Inc. has provided quality service to the City of Arcadia for the past two years. Attached is the proposed contract amendment with Superior Pavement Markings, Inc. for reference.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The total contract cost will be set at a not-to-exceed amount of \$135,696.60, and sufficient funding will be included in the Fiscal Year 2023-24 Operating Budget. All work performed is on a time and materials basis and the contractor is only paid for work performed.

RECOMMENDATION

It is recommended that the City Council determine that this contract does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize and direct the City Manager to execute a one-year extension to the contract with Superior Pavement Markings, Inc. for street striping and pavement marking services, in the amount of \$135,696.60.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 2 to the Contract



AMENDMENT NO. 2 TO THE STREET STRIPING AND PAVEMENT MARKING SERVICES CONTRACT BY AND BETWEEN THE CITY OF ARCADIA AND SUPERIOR PAVEMENT MARKINGS, INC.

This Amendment No. 2 (“Amendment No. 2”) is hereby entered into this _____ day of _____, 2023 by and between the City of Arcadia, a municipal corporation of the State of California, and Superior Pavement Markings, Inc., a California Corporation, with respect to that certain Contract between the parties dated March 30, 2021 (“Agreement”), and further amended by Amendment No. 1 dated April 27, 2022.

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from March 30, 2023, to and including March 30, 2024. (“Extended Term”).
2. Section C of the Contract, during the Extended Term, Contract Price shall not exceed One Hundred Thirty-Five Thousand, Six Hundred Ninety-Six Dollars and Sixty Cents (\$135,696.60).
3. All terms and provisions of the Contract not amended by this Amendment No. 2 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 2 on the date set forth below.

CITY OF ARCADIA

SUPERIOR PAVEMENT MARKINGS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:

City Clerk

By: _____
Title: _____
Dated: _____

APPROVED AS TO FORM

CONCUR:

Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director



STAFF REPORT

Public Works Services Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave McVey, Acting General Services Superintendent

SUBJECT: PURCHASE ORDER WITH THE CAT RENTAL STORE FOR THE PURCHASE OF ONE NEW GENIE ALL-ELECTRIC SCISSOR LIFT IN THE AMOUNT OF \$33,075
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2022-23 Equipment Acquisition Budget provides for the purchase of a new all electric scissor lift for the Public Works Services Department ("PWSD"). After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring this equipment and receive the best price possible.

It is recommended that the City Council approve a Purchase Order with The Cat Rental Store for the purchase of one new Genie all-electric Scissor Lift in the amount of \$33,075.

BACKGROUND

The Utilities and General Services Sections of the PWSD are regularly required to climb tall ladders to perform reservoir maintenance, streetlight repairs, interior lighting improvements, and repairs to building facades. Working from a ladder at these heights is dangerous and inefficient. A scissor lift will allow crews to work from a stable platform and enable staff to complete tasks quickly and safely.

The Fiscal Year 2022-23 Equipment Acquisition Budget provides for the purchase of a new all electric scissor lift. The new scissor lift will be used to perform various Capital Improvement Projects including, for example, the replacement of existing interior lighting fixtures throughout Arcadia's Library and Community Center. These two facilities have interior lighting fixtures that are over 20 feet high and are inaccessible with standard ladders. The electric scissor lift will allow staff to safely remove and install new lighting fixtures in the T-bar ceilings of these buildings. The scissor lift can be easily driven to each fixture for replacement and will drastically reduce the time needed to complete these tasks.

DISCUSSION

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring this vehicle and receive the best price possible. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process and purchase vehicles and equipment at a lower cost than the traditional competitive bidding.

Sourcewell awarded a contract to The Cat Rental Store for equipment and vehicle acquisitions. The Cat Rental Store is an authorized dealer that can supply a new Genie all electric Scissor Lift. The bidding process and the Sourcewell contracts have been reviewed by the PWSD and it was determined that they meet the City's procurement requirements. A copy of The Cat Rental Store's contract is attached.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The cost of the Genie all electric Scissor Lift is \$33,075. Funds in the amount of \$36,000 have been budgeted in the Fiscal Year 2022-23 Equipment Replacement Plan for the purchase of this equipment.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with The Cat Rental Store for the purchase of one new Genie all-electric Scissor Lift in the amount of \$33,075.

Approved:



Dominic Lazzaretto
City Manager

Attachments: The Cat Rental Store Proposal
Sourcewell Contract



Solicitation Number: RFP #062320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road Suite 100, Deerfield, IL 60015 (Vendor or Caterpillar).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

While Caterpillar is Vendor under the Contract, pursuant to Section 10(a) it will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a

Participation Agreement with Caterpillar obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Caterpillar shall be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Caterpillar will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Caterpillar under the terms of this Contract.

Rental equipment may not be current year model and may be used, having been rented by Participating Dealer's prior customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Any warranties granted to Participating Entities shall be granted solely by the Participating Dealer renting or otherwise providing the Equipment, Products or Services, as agreed between the parties. If rented equipment needs repair or replacement during the rental period, the Participating Dealer will repair or replace the Equipment at its cost and expense; provided that if the repair or replacement is as result the Participating Entity's misconduct, abuse, misuse, neglect or negligence, such Participating Entity will be responsible for the cost of repair or replacement. Except as expressly stated herein, all warranties, including any implied warranty of merchantability or of fitness for a particular purpose are expressly excluded and disclaimed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and

contract number, formal rental rate quotes will list all costs, including delivery expenses, such as freight and permits (when required).

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

**AMENDMENT #1
TO
CONTRACT #062320-CAT**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **SOURCEWELL** and **CATERPILLAR INC.** (Vendor).

WHEREAS, Sourcewell and Caterpillar entered into a Contract (#062329-CAT) having an effective date of September 17, 2020, ("Contract");

WHEREAS, pursuant to Section 10. A. Assignment therein, Caterpillar may subcontract certain obligations to its dealers, including in some cases dealers in Canada;

WHEREAS, the parties desire to amend Section 20. Insurance of the Contract to account for the different insurance products available in Canada when a subcontract is issued to a dealer located in that country; and

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, Sourcewell and Caterpillar agree as follows:

Section 20. Insurance A. Requirements of the Contract is amended to add the following after the last paragraph of subsection A:

Canadian Dealers:

In the event Vendor subcontracts its obligations hereunder to a Dealer in Canada pursuant to Section 10. A. ("Canadian Dealer"), at its own expense the Canadian Dealer must maintain insurance policy(ies) in effect at all times during the performance of this Contract with coverage and limits of insurance not less than the following:

1. *Workers' Compensation.* Canadian Dealer shall at all times comply with the applicable requirements of the Workers' Compensation Act of Alberta as amended or substituted from time to time (or equivalent statutory requirement within the jurisdiction where the Services shall be performed) and shall, upon demand by Sourcewell, deliver to Sourcewell a certificate from the Workers' Compensation Board (or other equivalent entity) showing that the Canadian Dealer is registered and in good standing with the Workers' Compensation Board (or other equivalent entity).
2. *Commercial General Liability Insurance.* Canadian Dealer will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from third party bodily injury, property damage, contractual liability and non-owned automobile liability. All required limits, terms and conditions of coverage must be maintained during the performance of this Contract.

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: Caterpillar Inc
Does your company conduct business under any other name? If yes, please state: IL
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Darren Wilson
Email: Wilson_Darren_R@cat.com
Phone: 309-265-4542
HST#:

Submission Details

Created On: Monday May 18, 2020 15:44:18
Submitted On: Tuesday June 23, 2020 16:17:32
Submitted By: John Frame
Email: Frame_John_J@cat.com
Transaction #: 08b57e2d-460c-40d2-a160-12248816b576
Submitter's IP Address: 34.69.162.10



STAFF REPORT

Fire Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Tom Devlin, Battalion Chief

SUBJECT: PURCHASE ORDER WITH L. N. CURTIS AND SONS FOR THE PURCHASE OF MSA G1 SELF-CONTAINED BREATHING APPARATUS AND RELATED EQUIPMENT IN THE AMOUNT OF \$1,070,400
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2022-23 Equipment Acquisition Budget allocated \$1,148,000 for the purchase of self-contained breathing apparatus ("SCBA") and related equipment for the Fire Department. The Arcadia Fire Department's current self-contained breathing apparatus and related equipment have reached the end of their useful life and are due for replacement. Additionally, modern engineering and technology have dramatically improved since the Fire Department initially purchased this equipment more than a decade ago. The new SCBA equipment is now outfitted with superior firefighting safety capabilities through integrated communication systems, thermal imaging, and telemetry.

Using Sourcewell, a cooperative purchasing program, meets the City's purchasing rules and provides the best pricing possible. Due to age of the existing equipment and the vast improvements made to the SCBAs and appurtenances, it is recommended that the City Council approve a purchase order with L. N. Curtis and Sons for the purchase of MSA G1 self-contained breathing apparatus and related equipment in an amount not to exceed \$1,070,400.

BACKGROUND

The Fire Department's self-contained breathing apparatus is evaluated every 15 years, or earlier, in accordance with the safety requirements set forth by the State's Occupational Safety and Health Division ("Cal-OSHA") and the National Institute for Occupational Safety and Health ("NIOSH"). The National Fire Protection Association ("NFPA" 1981) sets standards that are updated every five (5) years and represents the industry advancements.

With evolving enhancements to the SCBA's fire safety and protection components, it is prudent to evaluate the Department's respiratory protection and breathing apparatus at the 15-year mark to ensure Fire personnel are utilizing a dependable apparatus with industry standard protection, during fire safety operations. Primarily, the compressed air cylinders of the Department's existing SCBAs will reach the end of their 15-year useful life in June 2024.

Last year, a Fire personnel committee was formed to evaluate the equipment's replacement plan. The committee reviewed several SCBA models in the market after determining that the existing *Honeywell Titan* breathing apparatus manufacturer could no longer produce or support this type of apparatus. The committee's review process involved requiring each of the manufacturers or vendors to present their specific product in classroom and field settings, and under live fire simulations. As a result of this evaluative process, it was unanimously agreed that the MSA G1 breathing apparatus model was the best overall product, meeting the fire safety operations of the Department and the NFPA standards. Additionally, MSA G1 offers sustainability, serviceability, durability, and operational enhancements that exceeded the other offerings.

DISCUSSION

The purchase of the MSA G1 breathing apparatus and related equipment will meet and exceed the current apparatus' standards for the next 15 years. Further, the Department concluded that utilizing a cooperative purchasing Agreement through Sourcewell, a State of Minnesota agency and nationwide service cooperative purchasing program, would be the most cost-effective procurement approach.

The California Government Code allows public agencies to participate in cooperative purchase agreements such as those established by Sourcewell while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City is able to streamline the procurement process at a lower cost than the traditional competitive bidding process.

In May 2020, Sourcewell entered into an agreement with L. N. Curtis and Sons through May 2024 to provide firefighting equipment with related supplies including self-contained breathing apparatus. Bid documents were reviewed for content and the contractor's background and recent projects were investigated for competency. Based on this review, it is recommended that L. N. Curtis and Sons is the selected vendor. Additionally, the City has previously contracted with L. N. Curtis and Sons for fire safety equipment and has been satisfied with their service. A copy of the agreement between Sourcewell and L. N. Curtis and Sons is attached.

For this purchase, below is a list of self-contained breathing apparatus and related components that require replacement:

Purchase of Self-Contained Breathing Apparatus ("SCBA")

February 7, 2023

Page 3 of 3

- 65 Self-Contained Breathing Apparatus with an integrated Personal Alarm Safety System and Thermal Imaging Camera
- 70 Facepieces
- 205 High-pressure Air Cylinders
- 9 Rapid Intervention Kits
- 6 Supplied Air Breathing Apparatus and Escape Systems
- 180 Air Purifying Cartridge and Canisters
- Miscellaneous Tools, Batteries, and Maintenance Equipment
- 1 Centaur Stallion Air Compressor

Through Sourcewell's cooperative purchasing Agreement, the City can streamline the procurement process and purchase the SCBA and related equipment at a lower cost than the traditional competitive bidding.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The cost to purchase MSA G1 self-contained breathing apparatus and related equipment is \$1,070,400. Sufficient funds in the amount of \$1,148,000 have been allocated from the FY 2022-23 Equipment Acquisition Budget, SCBA Maintenance Program, for the purchase of this equipment.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve the purchase order with L.N. Cutis and Sons for the purchase of MSA G1 self-contained breathing apparatus and related equipment in the amount of \$1,070,400.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Cooperative Purchasing Contract between Sourcewell and L. N. Curtis & Sons dba Curtis



Solicitation Number: RFP #040220

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons dba Curtis**, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 4:56 PM CDT

L.N. Curtis & Sons dba Curtis
DocuSigned by:
By: Nick Lawrence
105BA01D37894D8...
Nick Lawrence
Title: Director of Special Programs

Date: 5/5/2020 | 4:58 PM PDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 7:07 PM CDT

RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name: L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state: Curtis
Address: 185 Lennon Lane
Suite 110
Walnut Creek, CA 94598
Contact: Nick Lawrence
Email: NLawrence@LNCurtis.com
Phone: 510-499-4112
HST#:

Submission Details

Created On: Thursday March 26, 2020 00:16:36
Submitted On: Thursday April 02, 2020 10:02:19
Submitted By: Nick Lawrence
Email: NLawrence@LNCurtis.com
Transaction #: eaf74257-cdd2-4070-ad37-d6e40091bdf5
Submitter's IP Address: 98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons dba Curtis
2	Proposer Address:	L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598
3	Proposer website address:	www.LNCurtis.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind.</p> <p>The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, how-ever, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born.</p> <p>Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths.</p> <p>Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009.</p> <p>In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide.</p> <p>Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA.</p> <p>Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration.</p> <p>During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line.</p> <p>ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT).</p> <p>Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services.</p> <p>Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement.</p> <p>Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA.</p> <p>Throughout the decades, Curtis' mission has remained constant:</p> <p>"L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends"</p> <p>In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes®"</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation:</p> <p>1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1</p>	*
9	What are your company's expectations in the event of an award?	<p>Curtis expects to:</p> <ul style="list-style-type: none"> • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to SourceWell and to the membership • Curtis expects to make a fair profit 	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials."	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Curtis is a distributor/dealer/reseller for the brands included in this proposal.	*

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' business encompasses every category and subcategory contained within this RFP, to include: 1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 98% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (latest GSA Contract is 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City, UT Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Products include a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	range from a few hundred-dollars to a million dollars or more.	Averaging approximately twenty-million dollars per year.	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars or more.	Averaging approximately six-million dollars per year.	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting equipment, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M.	*
The City of Los Angeles Fire Department averages around	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment.	\$50,000 average	yearly sales volume totals approximately \$2.3M.	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations:</p> <p>Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax</p> <p>Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax</p> <p>Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax</p> <p>Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax</p> <p>Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax</p> <p>Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction.</p> <p>Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"</p>
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.
27	Service force.	<p>In addition to providing pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community:</p> <ul style="list-style-type: none"> • Warehousing & Inventory—logistics management and inventory control specialists who provide a full suite of logistics services to our customers • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance • Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools & related equipment, SCBA, Compressors, Small Engine Repair, and other related products.

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Although customer and technical support is available at each of our Customer Service Operation Centers, Curtis understands that “normal office hours” has lost all real meaning in the global marketplace.</p> <p>Serving a world-wide customer community spanning all time zones, Curtis’ customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship.</p> <p>Curtis’ customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company’s customers. This enables Curtis’ customers to contact the company’s sales force directly for sales and service requests 24/7/365.</p> <p>Additionally, using toll-free numbers during “outside-of-normal” business hours or on national holidays, Curtis representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. Curtis’ representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>As previously discussed in #29, all products included in Curtis’ proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Curtis price quotes for Hawaiian, Alaskan and territories inquiries will be FOB: Destination that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified.</p> <p>Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers.</p> <p>Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money.</p> <p>We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract.</p> <p>Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion.</p> <p>Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals.</p> <p>A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes:</p> <ul style="list-style-type: none"> • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psiOperating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters <ul style="list-style-type: none"> o Keyword Campaigns o Metadata o Rich Content o Backlinking <p>A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing.</p> <p>Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing.</p> <p>Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.</p>

34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures.</p> <p>Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged.</p> <p>Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract.</p> <p>In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.</p>
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information.</p> <p>Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include:</p> <ul style="list-style-type: none"> • Quick and secure customer access • Real-time order entry system • Email order confirmation <p>A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include:</p> <ul style="list-style-type: none"> • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references <p>As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership.</p> <p>Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It's not JUST about products!</p> <p>Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes:</p> <ul style="list-style-type: none"> • Training on water flow products (education and training) • Training (start-up, safety, operations and maintenance) of breathing air systems • Trench and collapsed building rescue equipment training • Complete rescue tool product education, training, and maintenance services <p>CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites.</p> <p>An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration.</p> <p>Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>All products are state-of-the-art, using the latest technology available for the market.</p> <p>Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems offering our customers with the latest information about products, innovations, and their applied technologies.</p> <p>Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses.</p> <p>Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting Equipment Program as a platform with which to provide new opportunities to underutilized businesses.</p> <p>However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.</p>	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggyback" contact mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do):</p> <p>"L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <p>1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches;</p> <p>1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS);</p> <p>1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels;</p> <p>1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars;</p> <p>1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts;</p> <p>1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags;</p> <p>1.a.vii Ladders including ground, extension, attic, folding, and, roof;</p> <p>1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits;</p> <p>1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment;</p> <p>1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets</p> <p>1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges</p> <p>b. Services related to the equipment described in subsections 1.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Curtis will not be providing products or services to membership located in Canada.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes.</p> <p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when stated as part of the Manufacturer's standard warranty.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations.</p> <p>When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>We take responsibility for what we sell.</p> <p>Curtis offers warranty service for all brands and models that we sell and that are included in this proposal, whether the actual warranty repair or replacement is performed by Curtis or by the original equipment manufacturer.</p>

48	What are your proposed exchange and return programs and policies?	<p>Curtis will re-fund or exchange your purchase within the following guidelines:</p> <p>Product must be returned in new, unused condition within 30 days of receipt.</p> <p>Any product the customer seeks to return after that date is subject to review by Curtis, and may be non-returnable.</p> <p>Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded.</p> <p>Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return.</p> <p>Clearance or Used product is also non-returnable.</p> <p>Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor.</p> <p>A re-stocking and handling fee, as required by our vendor and transportation costs to return to our vendor will be charged.</p> <p>Return your product(s) by following these steps:</p> <ol style="list-style-type: none"> 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-quest a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. <p>Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you.</p> <p>You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.</p>	*
49	Describe any service contract options for the items included in your proposal.	<p>Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*

53	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.</p>	<p>Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status.</p> <p>ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line.</p> <p>ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).</p> <p>ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders.</p> <p>ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite).</p> <p>NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration.</p> <p>PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the customer on a regular basis until the order is filled.</p> <p>ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.</p> <p>PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.</p>
54	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?</p>	<p>Curtis accepts credit cards purchases while adding no processing fees.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.</p>
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price.</p> <p>The list prices are defined within the current Price List / Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).</p>
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following:</p> <p>On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight.</p> <p>Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.</p> <p>Lines containing open market items will be so identified within the Curtis quote.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer.</p> <p>Shipments to customers located in territories, Alaska and Hawaii: FOB: Destination Curtis price quotes will include a shipping estimate that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.</p>

61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>As discussed in #60, Curtis prices for territories, Hawaiian and Alaskan will be FOB: Destination, with estimated shipping charges calculated using the following formula:</p> <p>List price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies.</p> <p>Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p>
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to:</p> <ul style="list-style-type: none"> • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions. <p>CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include:</p> <ul style="list-style-type: none"> • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding <p>Kitting Solutions</p> <p>When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling.</p> <p>Our product kitting and assembly services allow customers to:</p> <ul style="list-style-type: none"> • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule.</p> <p>It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership.</p> <p>The Pricing Offered in this proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis anticipates that future requests will be submitted to the Sourcwell to add products reflecting future product enhancements made by industry or requests for products made by members.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract.</p> <p>Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program).</p> <p>After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.</p>
65	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcwell a 1.5% administrative fee of total net revenues (gross sales, less product returns, freight, and taxes), on a quarterly basis.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite.</p> <p>Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management.</p> <p>Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p>
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	<p>As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service.</p> <p>In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.</p>
68	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>Firefighting equipment can be highly customized products, based on the requirements of each department, and sometimes, each firefighter.</p> <p>Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the optimal performance specifications and design requirements required to meet each department's unique Risk Assessment.</p>
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	<p>All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.</p> <p>There are no unique attributes of the Curtis process. We adapt our support activities to be in full compliance with the requirements placed upon us by both the procurement and operations side of our customers' organizational structures and regulations.</p>
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Wednesday April 01, 2020 19:01:58
- [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Wednesday April 01, 2020 19:02:22
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday April 01, 2020 19:02:38
- [Pricing](#) - Item 63 - Curtis Price Offering.xlsx - Wednesday April 01, 2020 19:03:32
- [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday April 01, 2020 19:04:17

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220 Thu March 19 2020 10:41 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220 Wed March 4 2020 11:38 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220 Wed February 19 2020 03:16 PM	<input checked="" type="checkbox"/>	2



STAFF REPORT

Police Department

DATE: February 7, 2023

TO: Honorable Mayor and City Council

FROM: Roy Nakamura, Police Chief
By: Amber Abeyta, Management Analyst

SUBJECT: PURCHASE OF AMMUNITION FROM SAN DIEGO POLICE EQUIPMENT CO., INC. IN AN AMOUNT NOT TO EXCEED \$108,540
CEQA: Not a Project
Recommendation: Waive the Formal Bid Process and Approve

SUMMARY

It is recommended that the City Council waive the formal bid process and authorize the purchase of new factory ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$108,540.

DISCUSSION

All police officers are required to maintain standards of proficiency for various weapons used in the line of duty. Purchases of ammunition are made on an as-needed basis to maintain adequate inventory and officers' proficiency levels through monthly qualifications and scheduled trainings. The Police Department maintains a variety of weapons, including firearms, to protect the safety and welfare of the community.

The Department's weapons all require specialized types of ammunition, which are limited to specific manufacturers and authorized dealers. The Department utilizes two primary brands of ammunition, Federal Premium and Speer, which are owned and manufactured solely by Alliant Techsystems, Inc. ("ATK"). San Diego Police Equipment Co., Inc. is the sole authorized dealer and distributor of ATK ammunition for the Western United States region. Separately, the Department also purchases ammunition from Blackhills Ammunition, Inc., for ammunition specifically used for SWAT-sniper training and operations. ATK and Blackhills' ammunition have been utilized by the Department for over a decade and continue to meet the Department's ammunition standards based on ballistic capabilities, performance, and functional reliability.

Given that San Diego Police Equipment Co., Inc. is the sole authorized dealer and distributor of ATK ammunition, it is recommended that the City Council waive the formal bid process and authorize this purchase.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Based on previous usage and costs, approximately \$108,540 in ammunition costs is expected during this Fiscal Year to meet the Department’s needs. Sufficient funds have been budgeted in the Fiscal Year 2022-23 General Fund Operating budget to fund the \$108,540 ammunition purchase.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under the California Environmental Quality Act (“CEQA”); and waive the formal bid process and authorize the purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$108,540.

Approved:



Dominic Lazzaretto
City Manager