



CITY OF LA PUENTE CITY COUNCIL MEETINGS

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All public comments are subject to the same Rules of Decorum as speakers at City Council meetings.

In Person: Public comments may be provided in-person at City Hall, 15900 E. Main Street.

In Writing: Written comments may be emailed to cityclerk@lapuente.org at least 2 hours before the meeting start time. Email comments will be distributed to the City Council and become part of the official record, but they not be read aloud during the meeting. Please include "PUBLIC COMMENT" in the subject line to ensure your message is properly received by the Council and City staff.

Availability

Any writings or documents provided to a majority of the City Council/Successor Agency regarding items on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 15900 E. Main Street and at the Reference Desk at the La Puente Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapuente.org>.

Americans with Disabilities

In accordance with the Americans with Disabilities Act (ADA), individuals requiring special assistance to participate in a City meeting or to access other City services should contact the City Clerk's Office at (626) 855-1500. Providing notice at least 48 hours before a regular meeting, 24 hours before a special meeting, or prior to the time services are needed will help City staff make reasonable arrangements to ensure accessibility.

Meeting Times

City Council meetings shall adjourn no later than 10:30 p.m., unless a majority of members approve a motion to extend the meeting to consider remaining agenda items or newly added items in accordance with the Ralph M. Brown Act (Government Code Section 54950, et seq.). (Ordinance No. 95-727).



CITY OF LA PUENTE REUNIONES DEL CONCEJO MUNICIPAL

Cómo escuchar la reunión en vivo

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Servicios de traducción/interpretación en español:

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La interpretación en español también está disponible en las reuniones del Concejo Municipal bajo solicitud. Hay interpretación simultánea (inglés-español) para escuchar la reunión y interpretación consecutiva (español a inglés) para cualquier persona que durante las comunicaciones orales. El uso de intérpretes proporcionados por la Ciudad es opcional; puede traer su propio intérprete. Tenga en cuenta que, debido a la variedad de dialectos y diferencias regionales, la Ciudad no puede garantizar interpretación en todos los dialectos y se exime de cualquier responsabilidad que supuestamente surja de dichos servicios.



Cómo enviar comentarios públicos

Todos los comentarios públicos están sujetos a las mismas reglas de decoro que los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios públicos pueden presentarse en persona en el Ayuntamiento, 15900 E. Main Street.

Por escrito: Los comentarios escritos pueden enviarse por correo electrónico a cityclerk@lapuente.org al menos 2 horas antes del inicio de la reunión. Los comentarios por correo electrónico se distribuirán al Concejo Municipal y formarán parte del registro oficial, pero no se leerán en voz alta durante la reunión. Por favor, incluya "COMENTARIO PÚBLICO" en la línea de asunto para asegurar que su mensaje sea recibido correctamente por el Concejo y el personal de la Ciudad.

Disponibilidad

Cualquier escrito o documento proporcionado a la mayoría del Concejo Municipal o de la Agencia Sucesora sobre los temas de la agenda estará disponible para revisión pública en la Oficina de la Secretaria Municipal, Ayuntamiento, 15900 E. Main Street, y en el Mostrador de Referencia de la Biblioteca de La Puente, 15920 E. Central. Además, dichos escritos y documentos se publicarán en el sitio web de la Ciudad: <http://www.lapuente.org>.

Personas con Discapacidades

De acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), cualquier persona que necesite asistencia especial para participar en una reunión de la Ciudad o acceder a otros servicios municipales debe comunicarse con la Oficina del Secretario Municipal al (626) 855-1500. Proporcionar aviso con al menos 48 horas de anticipación para reuniones regulares, 24 horas para reuniones especiales o antes del momento en que se necesiten los servicios, ayudará al personal de la Ciudad a hacer los arreglos razonables necesarios para garantizar accesibilidad.

Horario de las Reuniones

Las reuniones del Concejo Municipal normalmente finalizarán a las 10:30 p.m., a menos que la mayoría de los miembros apruebe una moción para extender la reunión y considerar los asuntos restantes de la agenda o los nuevos asuntos añadidos, de acuerdo con la Ley Ralph M. Brown (Código de Gobierno Sección 54950, y siguientes) (Ordenanza No. 95-727).



AGENDA
SPECIAL AND REGULAR MEETINGS OF THE
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
DECEMBER 9, 2025
6:00 PM SPECIAL SESSION (AMENDED 12/8/25)
7:00 P.M. REGULAR SESSION

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Tuesday, December 9, 2025, commencing at 6:00 PM, in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

6:00 PM SPECIAL SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Munoz, Klinakis, Argudo, Mendoza, Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

Pursuant to Government Code Section 54954.3(a), you may only address the City Council/Successor Agency concerning any item that has been described in the notice for the special meeting. Please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS — Pursuant to Government Code Section 54957.6
Agency designated representative: Acting City Manager Alexander Bauman
Employee organization: Service Employees International Union Local 721 (SEIU 721)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

PRESENTATIONS

2. Check Presentation to the City by Rize Credit Union

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Members provide a report on any Board/Commission/Committee meetings, listed below, that they have attended.

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Argudo/Quinones	3rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Munoz/Klinakis	4th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1st Thursday	6:30 p.m.
City Selection Committee	Mendoza/Klinakis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Argudo/Quinones	3rd Thursday	4:00 p.m.
California JPIA	Munoz/All Council	4th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	Last Friday of the Month	7:45 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2nd Friday	7:00 a.m.

MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

3. READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF NOVEMBER 12, 2025

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of November 12, 2025.

PUBLIC HEARINGS BEFORE THE CITY COUNCIL**UNFINISHED BUSINESS OF THE CITY COUNCIL****CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR**

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency.

4. CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 25-5960
Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 25-5960 approving Warrant Register No. 1605.
5. PRESENTATION OF OCTOBER 2025 INVESTMENT REPORTS
Staff Recommendation: It is recommended that the City Council receive and file this report.
6. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CHAMBERS GROUP, INC. FOR ENVIRONMENTAL SERVICES FOR THE LA PUENTE ACTIVITY CENTER IN THE AMOUNT OF \$125,550
Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Services Agreement with Chambers Group, Inc. in the amount of \$125,550; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.
7. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO FEC ELECTRIC INC. FOR ELECTRICAL CONTRACT WORK FOR THE LA PUENTE DOG PARK IN THE AMOUNT OF \$87,330.58.
Staff Recommendation: It is recommended that the City Council: (1) award the contract to FEC Electric, Inc. in the amount of \$87,330.58; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.
8. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO JM UTILITY SERVICES FOR SEWER CONNECTIONS AND INSTALLATION OF THE STORMWATER SYSTEM FOR THE LA PUENTE DOG PARK IN THE AMOUNT OF \$192,548.43.
Staff Recommendation: It is recommended that the City Council: (1) award the contract to JM Utility Services in the amount of \$192,548.43; and (2) authorize the City Manager to negotiate and execute the Agreement and approve change orders up to 10% of the original bid amount.
9. CONSIDERATION OF REJECTION OF A BID RECEIVED FOR THE PUBLIC RESTROOM (BID NO. 25-589) FOR THE LA PUENTE COMMUNITY DOG PARK AT 16550 OLD VALLEY BOULEVARD
Staff Recommendation: It is recommended that the City Council reject the sole bid received for Bid No. 25-589.
10. CONSIDERATION OF APPROVAL OF EQUIPMENT PROCUREMENT AGREEMENT WITH PUBLIC RESTROOM COMPANY FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AT THE LA PUENTE COMMUNITY DOG PARK/KENNEL IN THE AMOUNT OF \$241,227

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Public Restroom Company for a park restroom and its delivery and installation at the La Puente Community Dog Park; (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

11. CONSIDERATION OF AMENDMENT NO. 5 TO THE MAINTENANCE SERVICES AGREEMENT WITH TANKO LIGHTING, INC. FOR STREETLIGHT MAINTENANCE SERVICES

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 5 to the Maintenance Services Agreement with Tanko Lighting, Inc.; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

12. CONSIDERATION OF A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS WITH THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE PROPOSED PROJECT AT THE LA PUENTE ANIMAL SHELTER AND K9 TRAINING CENTER

Staff Recommendation: It is recommended that the City Council approve Resolution No. 25-5961 approving the application for Grant Funds with the California Natural Resources Agency for the La Puente Animal Shelter and K9 Training Center.

13. CONSIDERATION OF APPROVAL OF RESOLUTIONS TO RESCIND RESOLUTIONS NO. 24-5881 AND 25-5937, AND ADOPTING THE CITY’S GANN APPROPRIATION LIMIT AND ESTABLISHING CONTROLS ON CHANGES IN APPROPRIATIONS FOR THE VARIOUS FUNDS FOR FISCAL YEARS 2024/2025 AND 2025/2026

Staff Recommendation: It is recommended that the City Council: (1) Adopt Resolution No. 25-5962 rescinding Resolution No. 24-5881 and adopting the City’s Gann Appropriation Limit for FY 2024-2025 and establishing controls on changes in appropriations for the various funds; and (2) Adopt Resolution No. 25-5963 rescinding Resolution No. 25-5937 and adopting the City’s Gann Appropriation Limit for FY 2025-2026 and establishing controls on changes in appropriations for the various funds;

14. CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULARS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY’S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$38,890

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 25-5964 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$38,890; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

15. CONSIDERATION OF APPROVAL OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOODWILL SOUTHERN CALIFORNIA FOR YOUTH WRAP AROUND SERVICES

Staff Recommendation: It is recommended that the City Council: (1) approve the first amendment to the professional services agreement with Goodwill Southern California; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

ADHOC COMMITTEE REPORTS

Council Members provide a report on any Ad Hoc Committee meetings that they have attended.

NAME

- Code Enforcement Committee
- La Puente Park Fees, Ordinance and Program Oversight Committee
- Project LEAD Committee
- LPQT Action Committee
- Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee
- Senior Advisory Committee
- Business Outreach Support Committee

MEMBERS

- Klinakis/Mendoza
- Munoz/Quinones
- Mendoza/Quinones
- Mendoza/Quinones
- Munoz/Klinakis
- Munoz/Klinakis
- Klinakis/Quinones



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Martha Torres, City Clerk
Cecelia Dunlap, Management Assistant
Karissa Rivas Bustillos, Office Specialist

Subject: READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF NOVEMBER 12, 2025

BACKGROUND/DISCUSSION

The draft minutes for the City Council and Successor Agency meeting have been prepared. Approval of the minutes will formally record the actions taken by the City Council at that meeting.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of November 12, 2025.

ATTACHMENTS

A. Minutes 11-12-25 CC SA

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL CLOSED SESSION AND REGULAR MEETING OF
NOVEMBER 12, 2025

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapuente.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, November 12, 2025, at 6:30 p.m.

6:30 P.M. SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 6:31 p.m.

ROLL CALL

Members present: Munoz, Mendoza, Quinones.

Members absent: Klinakis, Argudo.

Staff members present: City Manager Bob Lindsey, Acting City Manager/Director of Community Services Alexander Bauman, City Attorney Susie Altamirano, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services Abraham Tellez, and Office Specialist Karissa Rivas Bustillos.

PLEDGE OF ALLEGIANCE

Mayor Munoz led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:31 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS —Pursuant to Government Code Section 54957.6
Agency designated representative: Acting City Manager Alexander Bauman
Employee organization: Service Employees International Union Local 721 (“SEIU 721”)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:04 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Altamirano stated with regard to Item No. 1, a report was provided, feedback was given, and no reportable action at this time.

ADJOURNMENT

There being no further business before the City Council, Mayor Munoz adjourned the special meeting at 7:04 p.m.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 7:04 p.m.

ROLL CALL

Members present: Munoz, Mendoza, Quinones.

Members absent: Klinakis, Argudo.

Staff members present: City Manager Bob Lindsey, Acting City Manager/Director of Community Services Alexander Bauman, City Attorney Susie Altamirano, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services Abraham Tellez, and Office Specialist Karissa Rivas Bustillos.

PRESENTATIONS

At the request of Council Member Quinones, the Presentation of Proclamation Declaring November 16th through November 22nd as Transgender, Gender-Expansive, Intersex Health Week was moved to after the Ad Hoc Committee Reports.

Sergeant Bryan Moreno from the Los Angeles County Sheriff's Department thanked the City Council for inviting him to speak at the City's Veterans Day Ceremony. Sergeant Moreno also spoke about the ongoing collaboration with the La Puente Programs, Re-Employment, Outreach Services (P.R.O.S.) Team and the coordination of the Food Distribution event in collaboration with Los Angeles County Supervisor Hilda Solis and local City officials. Council Member Quinones thanked Sergeant Moreno for his quick response in assisting with the coordination of the event.

ORAL COMMUNICATIONS

Dorothy Avila submitted a written comment expressing a concern related to permits for recreational vehicles under the City's ordinance.

BOARDS/COMMISSION/COMMITTEE REPORTS – None.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETING

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF OCTOBER 28, 2025

A motion was made by Mayor Munoz, seconded by Council Member Mendoza, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of October 28, 2025. The motion carried by the following roll call vote:

AYES: Munoz, Mendoza, Quinones
NOES: None
ABSTAIN: None
ABSENT: Klinakis, Argudo

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING UPDATED FIRE HAZARD SEVERITY ZONE MAPS FOR LOCAL RESPONSIBILITY AREAS, PURSUANT TO GOVERNMENT CODE SECTION 51178 AND THE CALIFORNIA FIRE CODE

At the October 14, 2025, City Council meeting, the City Council requested this item be brought back to a future date with additional information.

Associate Planner Juan Galvan provided an updated staff report regarding the updated Fire Hazard Severity Zone Maps from the California Department of Forestry & Fire Protection (Cal Fire).

City Attorney Altamirano addressed concerns from the October 14, 2025, City Council meeting regarding this item, including whether the ordinance affected homeowners' insurance. City Attorney Altamirano stated that, according to the California Department of Insurance and Cal Fire, the hazard maps are designed for local planning and resilience, not for insurance underwriting or pricing decisions. Insurance companies use their own wildfire risk models rather than state-designed zoning maps to determine premiums and whether they will offer or renew policies. She stated that flyers from both agencies have been provided to the City Clerk's office and are available to the public upon request.

City Attorney Altamirano also addressed the second concern regarding potential consequences or penalties to the City if the ordinance does not pass. She stated that adopting the maps is a ministerial duty directly tied to public safety, defensible space, and building standards enforcement. The statues themselves do not impose civil or criminal penalties on the City for non-adoption. However, indirect consequences may include inconsistencies with the Los Angeles County Code; ineligibility for, or complications with, state or federal funding related to fire mitigation, and limitations on the City’s ability to fully implement state-mandated defensible space and building-safety requirements due to a lack of formal designation. Additionally, City Attorney Altamirano noted that individual property owners may be subject to infractions and fines for failing to comply with defensible space and building requirements and designated zones, pursuant to Government Code 51182 and 51185.

A motion was made by Mayor Munoz, seconded by Council Member Mendoza, to waive the full reading and introduce Ordinance No. 25-991 by title only; (2) introduce Ordinance No. 25-991, entitled, “An Ordinance of the City Council of the City of La Puente, California, Designating Fire Hazard Severity Zones,” adopting the updated Cal Fire Local Responsibility Area (LRA) maps for the City; (3) set the date of January 13, 2026, as the date for a public hearing on adoption of the Ordinance; and (4) approve and adopt the Notice of Exemption. The motion carried by the following roll call vote:

AYES: Munoz, Mendoza, Quinones
NOES: None
ABSTAIN: None
ABSENT: Klinakis, Argudo

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Quinones, seconded by Council Member Mendoza, to approve Consent Calendar Items D-1 through D-3. The motion carried by the following roll call vote:

AYES: Munoz, Mendoza, Quinones
NOES: None
ABSTAIN: None
ABSENT: Klinakis, Argudo

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 25-5959

Action Taken: The City Council and Successor Agency adopted Resolution No. 25-5957 approving Warrant Register No. 1604.

D-2 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND US BANK, NA FOR BANKING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO (2) YEAR TERM

Action Taken: The City Council: (1) approved Amendment No. 2 to the professional services agreement with US Bank National Association; and (2) authorized the City Manager to execute the amendment on behalf of the City.

D-3 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO SAVI CONSTRUCTION INC. FOR CONCRETE CURBING AND FLAT WORK FOR THE LA PUENTE DOG PARK IN THE AMOUNT OF \$148,714.97

Action Taken: The City Council: (1) awarded the contract to Savi Construction, Inc. in the amount of \$148,714.97; and (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF A PROFESSIONAL SERVICES AND LICENSE AGREEMENT WITH SEMPER ANTICUS FOR THE OPERATION AND MANAGEMENT OF AN OPEN-AIR MARKET

Director of Administrative Services Grunklee provided a report regarding the proposed three-year agreement extension with Semper Anticus for the operation and management of the open-air market, as well as the proposed extension of street usage for the market.

City Manager Lindsey stated the proposed agreement was revised to include the extended street usage, which could potentially be used for children's activities.

Council Member Quinones requested feedback from the businesses located near the proposed extended street area.

Eli Tawil from Semper Anticus stated there is only one business operating within the proposed extended street area and it would not be affected, as its entrance is located outside the proposed market footprint. He further stated they would continue to communicate with local businesses and thanked the City Council and Staff for their collaboration on the open-air market.

Council Member Quinones thanked Semper Aticus for their collaboration and the operation and management of the open-air market for residents.

A motion was made by Mayor Munoz, seconded by City Council Member Quinones, to approve the Professional Services and License Agreement with Semper Anticus; and authorize the City Manager to execute the Amendment on behalf of the City. The motion carried by the following roll call vote:

AYES: Munoz, Mendoza, Quinones
NOES: None
ABSTAIN: None
ABSENT: Klinakis, Argudo

AD HOC COMMITTEE REPORTS

Code Enforcement and Public Safety Committee: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight Committee: Nothing to report.

Project LEAD Committee: Council Member Quinones announced that a Mock City Council meeting and City Hall tour for La Puente High School and Bassett High School Project LEAD students would be held on November 18, 2025.

LPQT Action Committee: Nothing to report.

Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee: Nothing to report.

Senior Advisory Committee: Nothing to report.

Business Outreach Support Committee: Nothing to report.

La Puente Activity Center Design Oversight Committee: Nothing to report.

PRESENTATIONS

Council Member Quinones presented a Proclamation designating November 16 through November 22 as Transgender, Gender-Expansive, and Intersex (TGI) Health Week.

Representatives Camila Camaleon, Hector Placencia, Julien De Jesus, California Estrada, Bowie Huynh, and Alexandra Close from the SGV LGBTQ Center and the Dr. María Beatriz Solís Policy Institute thanked the City Council for the proclamation and for their support.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL – None.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked the City Council for their approval of Item D-3, announced the upcoming La Puente/H.E.A.R.T Affordable Pet Care Clinic on November 13, 2025, and reported meeting with SoCal Edison.

Acting City Manager/Director of Community Services Bauman announced upcoming holiday City events including: Tree Lighting on December 3, 2025, Holiday Parade on December 5, 2025, Dinner with Santa on December 10, 2025, Movie at the Park on December 12, 2025, and the Annual Posada Event on December 17, 2025.

ADJOURNMENT

There being no further business before the City Council, Mayor Munoz adjourned the meeting in memory of former Hacienda La Puente Unified School District Board Member Anthony Duarte at 7:35 p.m.

Approved this 9th day of December, 2025.

Martha Torres, MPA, CMC
City Clerk

Valerie Muñoz
Mayor/Chair

DRAFT



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025
From: Bob Lindsey, City Manager
By: Troy Grunklee, Director of Administrative Services
Subject: CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 25-5960

BACKGROUND/DISCUSSION

The Warrant Register has been reviewed and is submitted for Council approval in accordance with Section 37202 of the Government Code.

FISCAL IMPACT

Funds are available for all expenditures listed in the Warrant Register.

RECOMMENDATION

It is recommended that the City Council and Successor Agency adopt Resolution No. 25-5960 approving Warrant Register No. 1605.

ATTACHMENTS

A. Resolution No. 25-5960 Warrant Register #1605

RESOLUTION NO. 25-5960

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,742,862.81 (WARRANT
REGISTER 1605)**

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 15760 through 15888 ACH(s) numbered 980 through 987 and Draft numbered 03223 through 03241 except for voided warrant 15870 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: NONE

Martha Torres, MPA, City Clerk

PASSED, APPROVED AND ADOPTED this 9th day of December 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Valerie Muñoz, Mayor

ATTEST:

Martha Torres, MPA, CMC, City Clerk



Check Register Report

By Payment Number

Payment Dates 11/6/2025 - 11/28/2025

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
980	11/7/2025	TANKO	TANKO LIGHTING		3,386.22
	70422	10/25 ST LIGHT MTCE		285-3330-53822	1,612.00
	70437	10/25 REPLACED FIXTURE-MULVANE		285-3330-53111	1,774.22
981	11/14/2025	BLAWAT	BLACKWATER SECURITY		37,551.33
	1902-2561	10/25 CITY PATROL SVC		100-2110-53111	38,551.33
	1902-2561	12/25 SUBLEASE RENT		100-47305	-1,000.00
982	11/14/2025	ENTFMT	ENTERPRISE FM TRUST		35,328.84
	FBN5471271	11/25 VEH MTCE		555-3150-53812	2,467.98
	FBN5471271	11/25 VEH LEASE		555-3150-53912	32,860.86
983	11/14/2025	GLOURB	GLOBAL URBAN STRATEGIES, INC		12,849.95
	1033	2026 CITY CALENDAR		100-4140-53415	12,849.95
984	11/20/2025	SEIU	COPE FUND		10.00
	INV0013551	COPE FUND CONTRIBUTION		100-20380	2.55
	INV0013551	COPE FUND CONTRIBUTION		260-20380	2.45
	INV0013605	COPE FUND CONTRIBUTION		100-20380	3.24
	INV0013605	COPE FUND CONTRIBUTION		260-20380	1.76
985	11/20/2025	SEIU	SEIU - LOCAL 721		1,862.62
	INV0013550	EMPLOYEE DUES		100-20380	707.93
	INV0013550	EMPLOYEE DUES		200-20380	31.91
	INV0013550	EMPLOYEE DUES		203-20380	3.20
	INV0013550	EMPLOYEE DUES		205-20380	18.33
	INV0013550	EMPLOYEE DUES		210-20380	47.33
	INV0013550	EMPLOYEE DUES		215-20380	5.92
	INV0013550	EMPLOYEE DUES		260-20380	73.56
	INV0013550	EMPLOYEE DUES		264-20380	2.24
	INV0013550	EMPLOYEE DUES		280-20380	13.40
	INV0013550	EMPLOYEE DUES		283-20380	38.07
	INV0013550	EMPLOYEE DUES		285-20380	1.09
	INV0013604	EMPLOYEE DUES		100-20380	721.03
	INV0013604	EMPLOYEE DUES		200-20380	26.14
	INV0013604	EMPLOYEE DUES		203-20380	3.20
	INV0013604	EMPLOYEE DUES		205-20380	30.62
	INV0013604	EMPLOYEE DUES		210-20380	33.22
	INV0013604	EMPLOYEE DUES		215-20380	3.17
	INV0013604	EMPLOYEE DUES		260-20380	57.54
	INV0013604	EMPLOYEE DUES		264-20380	3.12
	INV0013604	EMPLOYEE DUES		280-20380	12.52
	INV0013604	EMPLOYEE DUES		283-20380	23.71
	INV0013604	EMPLOYEE DUES		285-20380	5.37
986	11/21/2025	GLOURB	GLOBAL URBAN STRATEGIES, INC		20,637.50
	1050	12/25 SOCAIL MEDIA TECHNOLOGY		100-4140-53415	18,000.00
	1051	10/15-11/14 REUSE CALHOME REHAB PROG		265-3320-53111	2,637.50
987	11/21/2025	TANKO	TANKO LIGHTING		4,836.72
	70458	REPLACE OVERHEAD-TAMAR DR		285-3330-53111	4,836.72
15760	11/7/2025	ALLIAN	ALLIANT INSURANCE SERVICES		527.00
	3289990	SPECIAL EVENT LIABILITY INS.-DIA DE LOS MUERTOS		100-1135-53613	527.00

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15761	11/7/2025	AMABUS	AMAZON CAPITAL SERVICES INC		648.68
	19CG-LFXK-NX1W	HOLIDAY DINNER2025 SUPPLIES		100-1135-53976	66.09
	1CC-X9JX-FXV61	CH-SUPPLIES		100-1150-53011	105.51
	1CNQ-C6QN-G6XD	COMPUTER PRIVACY SCREEN		550-6100-53018	65.59
	1DF6-11FP-CXNW	HOLIDAY DINNER 2025 SUPPLIES		100-1135-53976	180.25
	1GDH-DMX7-9PJH	USB SPLITTER		550-6100-53018	99.78
	1HG4-W4F3-94KN	WAX SEAL STICKERS		100-1135-53976	39.33
	1HTF-DR74-TMF1	3 RING BINDER DIVIDERS		100-1150-53011	27.81
	1K39-K1T1-19VN	CARD STOCK COPY PAPER		100-1150-53011	64.32
15762	11/7/2025	CBEEQU	CELL BUSINESS EQUIPMENT		1,442.33
	5036363391	11/12-12/11 FACILITY COPIER & PROPERTY TAX		100-1150-53911	1,442.33
15763	11/7/2025	CINTA	CINTAS CORPORATION #693		113.19
	4247943644	10/28 CH MAT RENTAL		100-1150-53813	113.19
15764	11/7/2025	CINTA	CINTAS CORPORATION #693		3,469.49
	8407885214	FIRST AID RESTOCK-ALL FACILITIES		100-1150-53011	3,469.49
15765	11/7/2025	CJPHYD	CJ PLUMBING & HYDRO JETTING		1,500.00
	6484	HYDRO JETTING SVC		100-4130-53813	1,500.00
15766	11/7/2025	EDISON	EDISON CO		16,876.25
	INV0013558	09/26-10/26 ELEC-15612 TEMPLE		285-3330-53712	8,951.69
	INV0013559	09/26-10/26 ELECT-15614 TEMPLE		285-3330-53712	2,444.56
	INV0013560	10/01-29 ELEC-CH SOLAR		100-1150-53712	3,666.02
	INV0013561	10/02-30 ELEC-15250 TEMPLE		200-3120-53713	33.63
	INV0013562	10/02-30 ELEC-14951 NELSON		200-3120-53713	110.45
	INV0013564	09/26-10/26 ELEC-14416 AMAR RD TC1		200-3120-53713	77.34
	INV0013565	09/26-10/26 ELEC-501 N GLENDORA		100-4100-53712	1,592.56
15767	11/7/2025	EWIIRR	EWING IRRIGATION PRODUCTS INC.		1,155.50
	27842205	NATURE PARK-IRRIGATION SUPPLIES		285-3330-53822	825.70
	27842230	LP PARK-IRRIGATION SUPPLIES		285-3330-53822	329.80
15768	11/7/2025	EXTOFF	EXTENDED OFFICE SOLUTIONS INC		1,221.23
	INV0013556	11/25 PHONE SVC		100-1150-53715	1,221.23
15769	11/7/2025	FRANKL	FRANKLIN AIR CONDITIONING &		400.00
	55884	CH AIR UNIT MTCE		100-1150-53811	400.00
15770	11/7/2025	GARDA	GARDAWORLD		491.29
	10832743	11/25 ARMORED TRANS SVC		100-1130-53111	491.29
15771	11/7/2025	HMEDEP	HOME DEPOT CRC		2,145.94
	271443	MTCE-SAFETY GEAR		100-3100-53012	82.64
	4014119	LP PARK-HOLDER PLUNGER/BRUSH		100-3330-53011	122.71
	4524708	MTCE-HDMI CABLE		100-3330-53012	57.51
	5160526	CONCRETE PENCIL VIBRATOR (TOOL)		100-3100-53012	495.02
	6050382	LP PARK-PAINT		285-3330-53822	371.25
	6352045	DRILL PT SCREW		285-3330-53822	72.14
	6352046	LP PARK-RIB LATH		285-3330-53822	173.93
	6522985	LP PARK-TOOLS		285-3330-53822	40.90
	8900463	GRAFFITI SUPPLIES		200-3120-53016	729.84
15772	11/7/2025	GONSALV	JOE A. GONSALVES & SON		2,500.00
	162871	11/25 LEGISLATIVE SVC		100-1100-53111	2,500.00
15773	11/7/2025	JOSREY	JOSE REYES		396.90
	INV0013574	10/16-31 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	396.90
15774	11/7/2025	RODJOS	JOSE RODRIGUEZ SALAZAR		126.50
	INV0013573	BOOT REIM-SALAZAR		100-3330-53015	126.50

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15775	11/7/2025 2216	KSKFAC 10/25 CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	2,650.00 2,650.00
15776	11/7/2025 INV260000160 INV260000166 INV260000230 INV260000239 INV260000246	LACRDD TS SUNSET@TEMPLE TS NELSON@SUNSET TS NELSON@SUNSET TS FAIRGROVE@HACIENDA TS AZUSA@SALAIS	LA CO DEPT PUBLIC WORKS	200-3120-53819 200-3120-53819 200-3120-53819 200-3120-53819 200-3120-53819	9,787.15 1,399.76 3,333.62 2,377.85 1,558.78 1,117.14
15777	11/7/2025 RE-PW-25090801520 RE-PW-25100602193	LACRD 08/25 TS MAINT DDG 09/25 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	200-3120-53819 200-3120-53819	13,808.57 7,831.28 5,977.29
15778	11/7/2025 260222TZ 260222TZ	LACSHF 08/25 LAW ENF SVC 08/25 LIABILITY INS	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	734,360.83 652,924.36 81,436.47
15779	11/7/2025 INV0013566 INV0013567 INV0013568 INV0013569 INV0013570 INV0013571 INV0013572	LPVCWD 08/18-10/16 WTR-VALLEY-CENTRAL 08/18-10/16 WTR-501 GLENDORA 08/18-10/16 WTR-NELSON 08/18-10/16 WTR-OLD VALLEY 08/18-10/16 WTR-ABBAY & CENTRAL 08/18-10/16 WTR-MAIN ST & LEVERETTE 08/18-10/16 WTR-16630 VALLEY	LA PUENTE VALLEY CO WATER	200-3120-53714 285-3330-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	4,417.37 1,421.06 1,128.65 483.58 265.86 756.82 66.66 294.74
15780	11/7/2025 INV0013575	SALIM 08-11 RENT INCREASE	MONTANA BAIL BONDS	100-1150-53913	2,000.00 2,000.00
15781	11/7/2025 875	MUNWAS 07-09/25 SB 1383 IMPLEMENTATION	MUNICIPAL WASTE SOLUTIONS, INC.	100-1130-53111	18,480.00 18,480.00
15782	11/7/2025 3607-129292 3607-130909 3607-133449 3607-133470 3607-133497	OREILLY BATTERY/CORE GL-WIPERS/SPARK PLUG BATTERY/CORE BATTERY/CORE/MOTOR OIL RUBBER	O'REILLY AUTO PARTS	555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812	331.12 55.66 71.40 76.80 96.40 30.86
15783	11/7/2025 A0215 A0215 A0215	PHILM DESIGN AND DELIVERY HOLIDAY BANNERS 2025 - (30X72) HOLIDAY BANNERS 2025 (30X84)	PHILLIP MARTINEZ	100-3100-53012 100-3100-53012 100-3100-53012	6,409.00 175.00 2,613.00 3,621.00
15784	11/7/2025 115357	READYP CEMENT-DOG PARK	PUENTE READY MIX, INC.	500-5621-59300	2,541.35 2,541.35
15785	11/7/2025 INV0013576	QUAD CH-POSTAGE	QUADIENT	100-1150-53211	3,000.00 3,000.00
15786	11/7/2025 21332	RADCOM 11/25 REPEATER SITE RENTAL	RADIO COMMUNICATION SERVICE	550-6100-53111	250.00 250.00
15787	11/7/2025 0011760670 0011761657 0011762918 0011762920 0011762922	SOUCAL 10/25 AD-BID #25-587 10/24 AD-BID #25-588 SEWER & STORM 10/31 AD-BID #25-589 10/31 AD-BID #25-590 10/31 AD-BID #25-591	SOUTHERN CALIFORNIA NEWS GROUP	100-3300-53411 100-3300-53411 100-3300-53411 100-3300-53411 100-3300-53411	1,877.65 379.00 341.84 379.00 398.81 379.00
15788	11/7/2025 2507975	SUPALA BODY CAMERA WARRANTY REPLACEMENT SHIPPING	SUPERIOR ALARM SYSTEMS	550-6100-53018	188.61 188.61

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15789	11/7/2025 464971079 464971570	TERMI 10/15 CC PEST CONTROL 10/15 CC PEST CONTROL	TERMINIX PROCESSING CENTER	285-3330-53813 285-3330-53813	163.00 80.00 83.00
15790	11/7/2025 1025171	THEPIN CITY LOGO PINS	THE PIN CENTER	100-1120-53011	1,320.00 1,320.00
15791	11/7/2025 002802560	VVSERVICE 3YRD FL EXTRA PICKUP FEE-BURN BIN RECORDS	VALLEY VISTA SERVICE, INC	100-1120-53976	70.93 70.93
15792	11/7/2025 905843922	VERCOM 11/25 TORO REELMASTER LEASE PYMT	VERDANT COMMERCIAL CAPITAL	285-3330-53911	1,167.96 1,167.96
15793	11/7/2025 83547755 83550739 83596248 83596407	WAXSAN COMM CTR SUPPLIES SR CENTER SUPPLIES LP PARK SUPPLIES-GLOVES LP PARK SUPPLIES	WAXIE SANITARY SUPPLY	100-4100-53011 100-4130-53012 100-3330-53011 100-3330-53011	1,471.89 557.83 281.49 71.08 561.49
15794	11/7/2025 235497	WESCO 10/01-15 TREE MTCE PKWY	WEST COAST ARBORISTS INC	200-3120-53815	27,633.65 27,633.65
15795	11/7/2025 010-63867	WILFIN 25/26 CSMD ADM/SANITARY SEWER	WILLDAN FINANCIAL SERVICES	500-3210-53111	3,000.00 3,000.00
15796	11/14/2025 84057	AEGSLN PLOTTER SUPPLIES	AEG SOLUTIONS	100-4100-53811	223.04 223.04
15797	11/14/2025 1CY6-T4QV-LGRN 1XNH-WJXD-F4NX 1XWJ-DD3M-HTR6	AMABUS CONNECTORS SUPPLIES-VETERANS EVENT CERTIFICATE HOLDERS	AMAZON CAPITAL SERVICES INC	550-6100-53018 100-4140-53979 100-1120-53011	275.26 32.73 28.43 214.10
15798	11/14/2025 INV0013579	ARTMUN C&D DEPOSIT REFUND-706 N.HACIENDA BLVD	ARTURO MUNOZ	600-23280	171.03 171.03
15799	11/14/2025 IN377243	CHAPOI 1/26-01/29 CHARGING STATION	CHARGEPOINT, INC.	100-3330-53111	2,080.00 2,080.00
15800	11/14/2025 4247943638	CINTA 10/28 SR CENTER MAT RENTAL	CINTAS CORPORATION #693	100-4130-53012	588.13 588.13
15801	11/14/2025 239267 246427 246429 246435 246436 253567 253929 253931 255194	COLANI 02/25 VET CARE SVC 12/24 VET CARE SVC 01/25 VET CARE SVC 01/25 VET CARE SVC 12/24 VET CARE SVC 10/25 VET CARE SVC 10/25 VET CARE SVC 10/25 VET CARE SVC 11/25 VET CARE SVC	COLIMA ANIMAL HOSPITAL	100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111	1,392.00 367.00 60.00 35.00 70.00 150.00 400.00 -50.00 330.00 30.00
15802	11/14/2025 88679520	CONCEN 10/25 PRE EMPLOYMENT PHYSICAL	CONCENTRA	280-3300-53406	134.00 134.00
15803	11/14/2025 INV0013590	EDISON 09/26-10/26 ELEC-YLAC	EDISON CO	100-4110-53712	3,069.31 3,069.31
15804	11/14/2025 INV0013587	SAUCIRMA SUPPLIES DIA DELOS MUERTO EVENT REIM	IRMA SAUCEDO	100-4130-53979	170.07 170.07
15805	11/14/2025 33850	JENPARTY ROUND LINENS	JENNIFER'S PARTY SUPPLY	100-4130-53979	129.98 129.98

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15806	11/14/2025 2210 2214	KSKFAC 10/25 SR CENTER JANTIORIAL SVC 10/25 COMM/YLAC JANITORIAL SVC	KSK FACILITIES	100-4130-53813 285-3330-53813	4,845.00 1,495.00 3,350.00
15807	11/14/2025 INV0013592	LPHBAS LPHS BOYS BASKETBALL GRANT	LA PUENTE HIGH SCHOOL BOYS BASKETBALL	100-4100-53111	2,000.00 2,000.00
15808	11/14/2025 INV0013585 INV0013585	LPVCWD 08/18-10/16 WTR-COMM CTR 08/18-10/16 WTR-YLAC	LA PUENTE VALLEY CO WATER	100-4100-53714 100-4110-53714	2,057.88 1,028.94 1,028.94
15809	11/14/2025 INV0013586	MARGAL ANIMAL CONTROL CRATE REIM-GALOUSTIAN	MARK GALOUSTIAN	100-2130-53011	551.25 551.25
15810	11/14/2025 INV0013584	MATMAR DJ SVC-SR CENTER THANKSGIVING DANCE	MATTHEW MARTINEZ	100-4130-53979	200.00 200.00
15811	11/14/2025 R20687185	MOBMOD COMMUNITY CENTER/ADMIN BLDG (40X24)	MOBILE MODULAR MANAGEMENT CORP	283-5618-59300	135,963.80 135,963.80
15812	11/14/2025 6026177	REGION 10/25 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	938.70 938.70
15813	11/14/2025 INV0013582	SGVWC 10/07-11/04 WTR-935 IRRIG PUENTE	S.G.V. WATER CO	200-3120-53714	282.07 282.07
15814	11/14/2025 158912156-1 159177132-1 159204040-1 159363799-1 159981107-1	SITEON PROLINE FLEX FABRIC HOSE OUTDOOR CONTROLLER STATION IRRIGATION SUPPLIES IRRIGATION SUPPLIES CAUTION TAPE	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822 200-3120-53012 285-3330-53822 285-3330-53822 100-3100-53012	937.64 325.15 213.32 247.52 80.73 70.92
15815	11/14/2025 180032937836 180032943373	SOSUBW 10/01-29 WTR-6000185782 10/03-31 WTR-6000101379	SUBURBAN WATER SYSTEMS	100-1150-53714 200-3120-53714	525.81 255.08 270.73
15816	11/14/2025 464964302 465120542	TERMI 10/15 SR CENTER PEST CONTROL 10/20 CC CTR PEST CONTROL	TERMINIX PROCESSING CENTER	100-4130-53813 285-3330-53813	155.65 97.65 58.00
15817	11/14/2025 INV0013580 INV0013581 INV0013588 INV0013589	GASCO 10/03-11/04 GAS-CITY HALL 10/03-11/04 GAS-PARK SVC 10/02-11/03 GAS-SR CENTER 10/03-11/04 GAS-YLAC	THE GAS COMPANY	100-1150-53711 285-3330-53711 100-4130-53711 100-4110-53711	592.78 30.98 326.33 119.78 115.69
15818	11/14/2025 2264602	TCFNAT 11/25 TORO REELMASTER	THE HUNTINGTON NATIONAL BANK	285-3330-53911	2,123.25 2,123.25
15819	11/14/2025 INV0013591	WARBOO WARRIORS IMC BOOSTER GRANT	WARRIORS IMC BOOSTER INC	100-4100-53111	4,000.00 4,000.00
15820	11/14/2025 002-36285	WILENG 10/25 BLDG & SAFETY SVC	WILLDAN ENGINEERING	100-3310-53111	27,988.58 27,988.58
15821	11/20/2025 INV0013595	STADIS CHILD SUPPORT	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	195.00 195.00
15822	11/20/2025 INV0013577 INV0013602 INV0013602 INV0013602 INV0013602	USBANK PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT	U.S BANK PARS ACCT# 6746022400	280-20340 100-20340 203-20340 205-20340 260-20340	6,256.20 38.58 3,306.01 59.56 265.31 111.73

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	INV0013602	PARS RETIREMENT		280-20340	2,339.42
	INV0013602	PARS RETIREMENT		285-20340	135.59
15823	11/20/2025	ALLIAN	ALLIANT INSURANCE SERVICES		560.00
	3304773	SPECIAL EVENT LIABILITY INS-VETERANS EVENT		100-1135-53613	231.00
	3304786	SPECIAL EVENT LIABILITY INS-VETERANS EVENT		100-1135-53613	329.00
15824	11/20/2025	AMABUS	AMAZON CAPITAL SERVICES INC		176.36
	1PMP-LKDY-HDT1	FILE FOLDERS		100-3320-53011	50.72
	1WNP-CWFP-FR9N	GLOVES/AIR FILTER		100-2130-53011	125.64
15825	11/20/2025	ANIFOD	ANITA FODRAN		250.00
	INV0013624	DEPOSIT RENTAL REFUND-FODRAN		600-20230	250.00
15826	11/20/2025	AZUSAP	AZUSA PLUMBING SUPPLY		308.55
	0482310-IN	PLUMBING SUPPLIES		100-4130-53813	217.36
	0482363-IN	PLUMBING SUPPLIES		100-4130-53813	91.19
15827	11/20/2025	BARRCL	BARR AND CLARK, INC.		3,750.00
	66188	LBP/RISK ASSESSMENT-VERA		260-3320-53977	1,000.00
	66255	LBP/ACM INSPECTIONS-MASCARENAS		260-3320-53977	2,750.00
15828	11/20/2025	BRILAN	BRIGHTVIEW LANDSCAPING SERVICES INC.		11,897.75
	9548671	11/25 CH LANDSCAPE SVC		100-1150-53814	2,391.91
	9548671	11/25 SR CENTER LANDSCAPE SVC		100-4130-53814	253.50
	9548671	11/25 MEDIANS LANDSCAPE SVC		200-3120-53814	6,446.68
	9548671	11/25 AMAR/SAUDER LANDSCAPE SVC		200-3120-53814	481.00
	9548671	11/25 NATURE CENTER LANDSCAPE SVC		285-3330-53814	2,324.66
15829	11/20/2025	CHAMBERS	CHAMBERS GROUP		1,957.72
	37754	02/25 VETERANS PARK NEPA SVC		100-3300-53111	1,957.72
15830	11/20/2025	KLINCHA	CHARLES KLINAKIS		904.58
	INV0013634	LUNCH FOR STAFF		100-1100-53972	679.58
	INV0013634	FOOD BANK SUPPLIES		100-1100-53972	225.00
15831	11/20/2025	CINJUM	CINDYS JUMPER, LLC		3,102.00
	100821	Tree Lighting - jumpers		100-4140-53979	3,102.00
15832	11/20/2025	CINTA	CINTAS CORPORATION #693		113.19
	4249275941	11/10 CH MAT RENTAL		100-1150-53813	113.19
15833	11/20/2025	CJPHYD	CJ PLUMBING & HYDRO JETTING		200.00
	6508	NTR PARK-MAIN SEWER MTCE		285-3330-53822	200.00
15834	11/20/2025	CELHOL	CLIPA, LLC		31,000.00
	INV0013623	Holiday Decoration - City Hall		100-4140-53979	31,000.00
15835	11/20/2025	CONCEN	CONCENTRA		536.00
	88761920	10/25 PRE EMPLOYMENT PHYSICAL		100-1135-53406	268.00
	88846916	11/25 PRE EMPLOYMENT PHYSICAL		100-1135-53406	268.00
15836	11/20/2025	CORLOG	CORELOGIC SOLUTIONS, LLC		249.81
	30813506	10/25 PROPERTY DATA SVC		100-3320-53111	249.81
15837	11/20/2025	DELCOM	DELHAVEN COMMUNITY CENTER		90.00
	127	10/25 CAR DETAILING		555-3150-53812	90.00
15838	11/20/2025	DEPTJ	DEPT OF JUSTICE-BUREAU		539.00
	003481	10/25 FINGERPRINT SVC		100-1135-53406	343.00
	003481	10/25 FINGERPRINT SVC		280-3300-53406	196.00
15839	11/20/2025	DISPEN	DISPENSING TECHNOLOGY		1,369.20
	17771	UPM COLD PATCH		200-3120-53817	1,369.20

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15840	11/20/2025	EDISON	EDISON CO		27,982.59
	INV0013613	09/25 ELEC-VARIOUS		200-3120-53713	224.03
	INV0013614	09/25 ELEC-PARK SVC		285-3330-53712	326.36
	INV0013615	09/25 ELEC-TRAFFIC CONTROL		200-3120-53713	1,205.63
	INV0013616	10/25 ELEC-VARIOUS		200-3120-53713	8,278.32
	INV0013617	10/25 ELEC-ST LIGHTS LS-2B		285-3330-53712	2,112.45
	INV0013620	10/25 ELEC-1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	13,763.65
	INV0013621	09/25 ELEC-SR CENTER		100-4130-53712	2,072.15
15841	11/20/2025	MALEDW	EDWARD MALDONADO		179.18
	INV0013627	BOOT REIM-MALDONADO		100-3325-53015	179.18
15842	11/20/2025	EMPAME	EMPLOY AMERICA		4,125.00
	58J2501-IN	10/25 BUS SHELTERS		210-3130-53816	4,125.00
15843	11/20/2025	FLOESP	ESPERANZA FLORES		577.50
	INV0013611	09-11/25 BALLET CLASS PYMT		100-4100-53111	577.50
15844	11/20/2025	EWIIRR	EWING IRRIGATION PRODUCTS INC.		336.65
	27969646	IRRIGATION SUPPLIES		285-3330-53822	205.06
	27969751	MTCE SUPPLIES		285-3330-53814	131.59
15845	11/20/2025	FEDEXP	FEDERAL EXPRESS CORP		47.86
	9-066-59653	POSTGE-FARMERS STATE BANK		100-3320-53111	47.86
15846	11/20/2025	GALLS	GALLS		622.37
	031918286	CODE ENF-UNIFORMS		100-2110-53015	14.85
	031930698	CODE ENF-UNIFORMS		100-2110-53015	32.23
	032010179	CODE ENF-UNIFORMS		100-2110-53015	204.73
	032130146	CODE ENF-UNIFORMS		100-2110-53015	103.42
	032236767	CODE ENF-UNIFORMS		100-2110-53015	267.14
15847	11/20/2025	GOODW	GOODWILL OF SOUTHERN CALIFORNIA		15,573.78
	59064-002	07/25 YWFP WRAPAROUND SVC		280-3300-53111	15,573.78
15848	11/20/2025	GUEJC	GUERREROS ATHLETIC FOUNDATION		1,680.00
	INV0013612	10/25 JUDO CLASS PYMT		100-4100-53111	1,680.00
15849	11/20/2025	HACLWN	HACIENDA LAWNMOWER SHOP		546.34
	6579	PUMP OIL		100-3100-53012	17.63
	6615	OIL		100-3100-53012	183.90
	6631	EQUIPMENT MTCE SUPPLIES		100-3100-53012	344.81
15850	11/20/2025	JCLBAR	JCL TRAFFIC		944.22
	131627	HARDHAT STICKER		100-3100-53011	79.56
	131831	ORANGE CONES/KNOB TOP DELINEATOR		200-3120-53012	864.66
15851	11/20/2025	JOSREY	JOSE REYES		364.00
	INV0013622	11/01-15 SHOPPING CART-MILEAGE REIM-REYES		555-3150-53014	364.00
15852	11/20/2025	ODELIN	LINDA ODEGAARD		254.20
	INV0013609	10-11/25 KNITTING CLASS PYMT		100-4100-53111	254.20
15853	11/20/2025	LOCKSP	LOCKS PLUS, INC		96.58
	25883	KEYS		100-3100-53011	96.58
15854	11/20/2025	LORCAB	LORENA CABELLO		40.00
	INV0013626	BASKETBALL CLASS REFUND-CABELLO		100-47260	40.00
15855	11/20/2025	NICCON	NICHOLS CONSULTING ENGINEERS, CHTD		4,248.00
	1439013003	PAVEMENT MANAGEMENT PROGRAM		203-3120-53111	2,124.00
	1439013003	PAVEMENT MANAGEMENT PROGRAM		205-3120-53111	2,124.00

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	INV0013630	JACKET		100-3300-53976	62.90
	INV0013630	LUNCH MTG-MTCE DEP		100-3330-53972	112.50
	INV0013630	JACKET		100-3330-53976	81.64
	INV0013631	10/26 ICSC MEMBERSHIP		100-3320-53972	175.00
	INV0013632	RECORDSS ONLINE TRAINING COURSES		100-1120-53972	150.00
	INV0013632	DEPT STAFF SHIRTS		100-1120-53976	232.44
	INV0013632	CSFMO CONF		100-1130-53972	625.00
	INV0013632	CSFMO CONF-GRUNKLEE		100-1130-53972	625.00
	INV0013632	MTCE INTERVIEW SUPPLIES		100-1135-53406	74.10
	INV0013632	MTCE INTERVIEW SUPPLIES		100-1135-53406	10.71
	INV0013632	MTCE INTERVIEWS SUPPLIES		100-1135-53406	55.96
	INV0013632	MTCE INTERVIEW SUPPLIES		100-1135-53406	48.27
	INV0013632	JPIA CONF-ROMO REFUND		100-1135-53972	-299.97
	INV0013632	JPIA CONF-ROMO REFUND		100-1135-53972	-299.97
	INV0013632	DEPT STAFF SHIRTS		100-1135-53976	102.88
	INV0013632	PROUD VETERAN PIN		100-4140-53979	493.50
	INV0013632	09/25 LIVESCAN SVC		280-3300-53406	76.22
	INV0013632	CANVAS SUBSCRIPTION		550-6100-53017	30.00
	INV0013635	OFFICE SUPPLIES		100-4100-53011	88.18
	INV0013635	OFFICE SUPPLIES		100-4100-53011	28.10
	INV0013635	OFFICE SUPPLIES		100-4100-53011	88.18
	INV0013635	OFFICE SUPPLIES		100-4100-53011	316.41
	INV0013635	OFFICE SUPPLIES		100-4100-53011	1.27
	INV0013635	OFFICE SUPPLIES		100-4100-53011	89.66
	INV0013635	OFFICE SUPPLIES		100-4100-53011	8.59
	INV0013635	INTERVIEW PANEL LUNCH MTG		100-4100-53972	97.05
	INV0013635	SUPPLIES		100-4100-53972	40.08
	INV0013635	CONFERENCE PARKING FEE		100-4100-53972	30.00
	INV0013635	SUPPLIES		100-4100-53972	17.93
	INV0013635	YLAC CLEANING SUPPLIES		100-4110-53012	140.31
	INV0013635	LUNCH MTG		100-4110-53972	44.97
	INV0013635	STAFF LUNCH MTG		100-4110-53976	266.69
	INV0013635	SOCCER MEDALS		100-4110-53980	898.95
	INV0013635	SPORTS SOCCER MEDALS		100-4110-53980	87.48
	INV0013635	GOLF BALLS-SPECIAL OLYMPICS		100-4110-53980	100.00
	INV0013635	SPORTS BANQUET SUPPLIES		100-4110-53980	243.83
	INV0013635	SPORT COACHES EVENT SUPPLIES		100-4110-53980	1,788.90
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	1,866.70
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	33.28
	INV0013635	BATTERIES		100-4140-53979	25.23
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	1,351.66
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	759.49
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	519.74
	INV0013635	LEAD PROG LUNCH MTG		100-4140-53979	191.05
	INV0013635	TRUNK OR TREAT SUPPLIES		100-4140-53979	383.68
	INV0013635	PROJ LEAD MTG SUPPLIES		100-4140-53993	70.56
15871	11/20/2025	WALIRW	WALTERS WHOLESAL ELECTRIC CO.		576.41
	S129105036.1	AMPHITHEATER-LIGHTS		285-3330-53822	246.78
	S129137921.1	LP PARK FIELDS-LIGHTS		285-3330-53822	114.09
	S129163134.2	CH-ELECTRICAL SUPPLIES		100-1150-53012	215.54
15872	11/20/2025	WESCO	WEST COAST ARBORISTS INC		37,662.90
	236091	10/16-31 PKWY TREE MTCE		200-3120-53815	37,662.90
15873	11/20/2025	YESBAR	YESENIA BARRAGAN		20.25
	INV0013636	PET CLINIC SUPPLIES REIM-BARRAGAN		100-2130-53011	20.25
15874	11/26/2025	AMABUS	AMAZON CAPITAL SERVICES INC		2,772.89
	13R4-M667-W3F4	SAFETY VEST		100-4110-53011	54.20
	14HC-Y6MV-HPYC	ENGINE CABIN AIR FILTER		100-2130-53011	-44.96

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	14VH-T7WN-GDJN	GENERAL SUPPLIES		100-1150-53011	82.03
	16P3-NP9M-JHXD	CARDIOID HANGING MICROPHONE		550-6100-53018	232.58
	171R-MV1W-XXTR	HOLIDAY DINNER SUPPLIES		100-1135-53976	198.76
	171X-R3RF-N9FD	CH SUPPLIES		100-1150-53011	116.69
	17LT-QNVD-JXTG	HOLIDAY DINNER 2025 SUPPLIES		100-1135-53976	107.01
	17TY-QMNM-FP7P	IT SUPPLIES		550-6100-53018	264.91
	19MV-7QVV-LD6K	PRO TAPES		100-4110-53980	151.80
	1FJR-HFQN-DTQX	INTERNAL HDD CMR		550-6100-53018	286.62
	1FNT-PXGJ-GDJ6	ENGINE CABIN AIR FILTER		100-2130-53011	-44.96
	1GCK-DRXW-4KV7	PROS-SUPPLIES		100-3325-53011	183.66
	1HGQ-G9P9-F7XW	HOLIDAY DINNER SUPPLIES		100-1135-53976	-19.75
	1HJ3-TW1J-G9F3	PROS-SUPPLIES		100-3325-53011	60.14
	1P1K-P13D-D4QY	4GM RAM		550-6100-53018	208.36
	1QHV-JWF1-GFRL	TONERS		550-6100-53018	703.40
	1QTW-YRMV-PK6X	PROS-SUPPLIES		100-3325-53011	49.05
	1WFC-3WN6-DY7Y	HOLIDAY DINNER 2025 SUPPLIES		100-1135-53976	32.86
	1WX4-6W13-FDY4	CABIN AIR FILTER		100-2130-53011	110.20
	1XJK-QRDJ-LWLD	CH-SUPPLIES		100-1150-53011	40.29
15875	11/26/2025 INV0013644	AUDEST AC LICENSE REFUND	AUDREY ESTRELLA	100-42140	20.00 20.00
15876	11/26/2025 INV0013649	BAMFEL EMPLOYEE HOLIDAY LUNCHEON SVC	BAMBINO FELICE	100-1135-53976	1,000.00 1,000.00
15877	11/26/2025 188632901110725	TIMEWA 11/10-12/09 FIBER 1GBPS	CHARTER COMMUNICATIONS	100-1150-53715	1,343.00 1,343.00
15878	11/26/2025 INV0013643	VERIC 11/05-12/04 PHONE-137 HUDSON	FRONTIER COMMUNICATIONS	100-1150-53715	1,000.00 1,000.00
15879	11/26/2025 001	JEFCLE ANIMAL CONTROL OFFICER TRAINING	JEFFREY CHARLES CLEMENS	100-2130-53111	3,000.00 3,000.00
15880	11/26/2025 INV0013645 INV0013645	LACANL 10/25 ANIMAL HOUSING 10/25 ANIMAL DONATION	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-48900	885.72 945.72 -60.00
15881	11/26/2025 INV0013641 INV0013642	MARTLUI 2025 MR. CLAU SVC FOR TREE LIGHTING 2025 MR. CLAU SVC DINNER EVENT	LUIS MARTINEZ	100-4140-53979 100-4140-53979	800.00 400.00 400.00
15882	11/26/2025 INV0013650	MARGAL A/C SUPPLIES REIM-GALOUSTIAN	MARK GALOUSTIAN	100-2130-53011	29.26 29.26
15883	11/26/2025 INV0013646	SALIM 12/25 RENT-137 HUDSON UNIT B	MONTANA BAIL BONDS	100-1150-53913	10,500.00 10,500.00
15884	11/26/2025 INV0013640	MACNOE DJ SVC-TREE LIGHTING EVENT	NOE MACIAS	100-4140-53979	250.00 250.00
15885	11/26/2025 001	PONSTE DEPOSIT-DOG PARK WROUGHT IRON WORK	PONCE STEEL FABRICATORS	283-5618-59300	82,000.00 82,000.00
15886	11/26/2025 6025906	REGION 09/25 EZ/FOOTHILL MONTHLY	REGIONAL TAP SERVICE CENTER	210-3130-53915	1,113.30 1,113.30
15887	11/26/2025 INV0013637 INV0013638 INV0013639	SGVWC 10/10-11/07 WTR-715 IRRIG PUENTE 10/10-11/07 WTR-545 IRRIG PUENTE 10/10-11/17 WTR-15900 MAIN ST	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	1,446.29 725.83 649.33 71.13
15888	11/26/2025 1032-1	SCOSPO SOCCER UNIFORMS-SALES TAX	SCORE SPORTS	100-4110-53980	316.15 28.29

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	2358-1	SOCCKER UNIFORMS		100-4110-53980	287.86
DFT0003223	11/7/2025 L0266471472	EDD 07-09/25 UNEPLOYMENT INSURANCE	EMPLOYMENT DEVELOPMENT DEPT	100-1135-53610	10,044.00 10,044.00
DFT0003225	11/7/2025 INV0013578	IRSPR MEDICARE TAX	IRS PAYROLL TAX DEPOSIT	280-20300	14.92 14.92
DFT0003228	11/20/2025	ICMARC	MISSION SQUARE RETIREMENT		200.62
	INV0013596	EMPLOYEE LOAN REPYMT		100-20399	117.76
	INV0013596	EMPLOYEE LOAN REPYMT		200-20399	9.71
	INV0013596	EMPLOYEE LOAN REPYMT		210-20399	16.66
	INV0013596	EMPLOYEE LOAN REPYMT		215-20399	2.78
	INV0013596	EMPLOYEE LOAN REPYMT		260-20399	18.46
	INV0013596	EMPLOYEE LOAN REPYMT		264-20399	17.62
	INV0013596	EMPLOYEE LOAN REPYMT		280-20399	17.63
DFT0003229	11/20/2025	ICMARC	MISSION SQUARE RETIREMENT		1,105.00
	INV0013597	EMPLOYEE CONTRIBUTIONS		100-20399	747.25
	INV0013597	EMPLOYEE CONTRIBUTIONS		200-20399	40.23
	INV0013597	EMPLOYEE CONTRIBUTIONS		202-20399	10.18
	INV0013597	EMPLOYEE CONTRIBUTIONS		203-20399	24.88
	INV0013597	EMPLOYEE CONTRIBUTIONS		205-20399	33.37
	INV0013597	EMPLOYEE CONTRIBUTIONS		210-20399	88.18
	INV0013597	EMPLOYEE CONTRIBUTIONS		215-20399	15.80
	INV0013597	EMPLOYEE CONTRIBUTIONS		260-20399	65.56
	INV0013597	EMPLOYEE CONTRIBUTIONS		264-20399	22.58
	INV0013597	EMPLOYEE CONTRIBUTIONS		280-20399	56.97
DFT0003230	11/20/2025	NATRS	NATIONWIDE RETIREMENT		830.00
	INV0013598	Employee Contribution		100-20340	749.25
	INV0013598	Employee Contribution		200-20340	16.15
	INV0013598	Employee Contribution		203-20340	16.15
	INV0013598	Employee Contribution		205-20340	16.15
	INV0013598	Employee Contribution		210-20340	16.15
	INV0013598	Employee Contribution		215-20340	16.15
DFT0003231	11/20/2025	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		20,681.36
	INV0013599	EMPLOYER CONTRIBUTION		100-20360	15,876.36
	INV0013599	EMPLOYER CONTRIBUTION		200-20360	627.50
	INV0013599	EMPLOYER CONTRIBUTION		202-20360	229.10
	INV0013599	EMPLOYER CONTRIBUTION		203-20360	630.11
	INV0013599	EMPLOYER CONTRIBUTION		205-20360	771.98
	INV0013599	EMPLOYER CONTRIBUTION		210-20360	582.78
	INV0013599	EMPLOYER CONTRIBUTION		215-20360	377.48
	INV0013599	EMPLOYER CONTRIBUTION		260-20360	607.06
	INV0013599	EMPLOYER CONTRIBUTION		264-20360	136.49
	INV0013599	EMPLOYER CONTRIBUTION		280-20360	514.89
	INV0013599	EMPLOYER CONTRIBUTION		283-20360	139.33
	INV0013599	EMPLOYER CONTRIBUTION		285-20360	188.28
DFT0003232	11/20/2025	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		15,193.15
	INV0013600	PERS- NEW EMPLY CONTRB		100-20399	12,051.00
	INV0013600	PERS- NEW EMPLY CONTRB		200-20399	391.64
	INV0013600	PERS- NEW EMPLY CONTRB		202-20399	116.96
	INV0013600	PERS- NEW EMPLY CONTRB		203-20399	470.73
	INV0013600	PERS- NEW EMPLY CONTRB		205-20399	492.23
	INV0013600	PERS- NEW EMPLY CONTRB		210-20399	338.50
	INV0013600	PERS- NEW EMPLY CONTRB		215-20399	192.71
	INV0013600	PERS- NEW EMPLY CONTRB		260-20399	428.25
	INV0013600	PERS- NEW EMPLY CONTRB		264-20399	77.64
	INV0013600	PERS- NEW EMPLY CONTRB		280-20399	391.96

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	INV0013600	PERS- NEW EMPLY CONTRB		283-20399	131.83
	INV0013600	PERS- NEW EMPLY CONTRB		285-20399	109.70
DFT0003233	11/20/2025	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0013601	EMPLOYEE PORTION		100-20360	26.80
DFT0003234	11/20/2025	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		65.00
	INV0013603	SURVIVORS LIFE INSURANCE		100-20350	53.31
	INV0013603	SURVIVORS LIFE INSURANCE		200-20350	1.25
	INV0013603	SURVIVORS LIFE INSURANCE		202-20350	0.20
	INV0013603	SURVIVORS LIFE INSURANCE		203-20350	1.89
	INV0013603	SURVIVORS LIFE INSURANCE		205-20350	1.52
	INV0013603	SURVIVORS LIFE INSURANCE		210-20350	1.20
	INV0013603	SURVIVORS LIFE INSURANCE		215-20350	0.39
	INV0013603	SURVIVORS LIFE INSURANCE		260-20350	1.82
	INV0013603	SURVIVORS LIFE INSURANCE		264-20350	0.37
	INV0013603	SURVIVORS LIFE INSURANCE		280-20350	2.12
	INV0013603	SURVIVORS LIFE INSURANCE		283-20350	0.50
	INV0013603	SURVIVORS LIFE INSURANCE		285-20350	0.43
DFT0003235	11/20/2025	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		8,102.26
	INV0013606	STATE INCOME TAX		100-20310	6,677.34
	INV0013606	STATE INCOME TAX		200-20310	125.36
	INV0013606	STATE INCOME TAX		202-20310	67.22
	INV0013606	STATE INCOME TAX		203-20310	184.70
	INV0013606	STATE INCOME TAX		205-20310	197.09
	INV0013606	STATE INCOME TAX		210-20310	136.12
	INV0013606	STATE INCOME TAX		215-20310	121.63
	INV0013606	STATE INCOME TAX		260-20310	161.80
	INV0013606	STATE INCOME TAX		264-20310	7.36
	INV0013606	STATE INCOME TAX		280-20310	250.98
	INV0013606	STATE INCOME TAX		283-20310	43.86
	INV0013606	STATE INCOME TAX		285-20310	128.80
DFT0003236	11/20/2025	IRSPR	IRS PAYROLL TAX DEPOSIT		22,187.41
	INV0013607	FEDERAL WITHHOLDING		100-20300	17,984.98
	INV0013607	FEDERAL WITHHOLDING		200-20300	336.57
	INV0013607	FEDERAL WITHHOLDING		202-20300	134.40
	INV0013607	FEDERAL WITHHOLDING		203-20300	463.39
	INV0013607	FEDERAL WITHHOLDING		205-20300	532.12
	INV0013607	FEDERAL WITHHOLDING		210-20300	421.14
	INV0013607	FEDERAL WITHHOLDING		215-20300	254.59
	INV0013607	FEDERAL WITHHOLDING		260-20300	592.77
	INV0013607	FEDERAL WITHHOLDING		264-20300	26.37
	INV0013607	FEDERAL WITHHOLDING		280-20300	1,041.93
	INV0013607	FEDERAL WITHHOLDING		283-20300	114.67
	INV0013607	FEDERAL WITHHOLDING		285-20300	284.48
DFT0003237	11/20/2025	IRSPR	IRS PAYROLL TAX DEPOSIT		8,703.02
	INV0013608	MEDICARE TAX		100-20300	6,387.46
	INV0013608	MEDICARE TAX		200-20300	151.98
	INV0013608	MEDICARE TAX		202-20300	42.40
	INV0013608	MEDICARE TAX		203-20300	202.00
	INV0013608	MEDICARE TAX		205-20300	292.00
	INV0013608	MEDICARE TAX		210-20300	130.96
	INV0013608	MEDICARE TAX		215-20300	78.20
	INV0013608	MEDICARE TAX		260-20300	201.34
	INV0013608	MEDICARE TAX		264-20300	29.80
	INV0013608	MEDICARE TAX		280-20300	1,045.62
	INV0013608	MEDICARE TAX		283-20300	46.34

Check Register Report

Payment Dates: 11/6/2025 - 11/28/2025

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0013608	MEDICARE TAX		285-20300	94.92
DFT0003239	11/21/2025 3030926	BANK 2019 B DEBT SVC PAYMENT	US BANK	310-3120-53990	41,799.93 41,800.00
	3030926	2019B DEBT SRV PAYMENT		410-10120	-0.07
DFT0003240	11/21/2025 3030939	BANK 2019A DEBT SVC PAYMENT	US BANK	305-3120-53990	47,118.68 47,118.75
	3030939	2019A DEBT SVC PAYMENT		405-10120	-0.07
DFT0003241	11/26/2025 108823984	WEXBANK 11/25 FUEL PURCHASES	WEX BANK	555-3150-53014	7,117.53 7,117.53
Grand Total:					1,742,862.81

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,074,035.54
200 - GAS TAX FUND	116,057.62
202 - RMRA (SB 1)	600.46
203 - MEASURE M FUND	4,183.81
205 - MEASURE R FUND	4,774.72
210 - PROP A FUND	79,098.06
215 - PROP C FUND	1,068.82
260 - CDBG PROGRAM FUND	6,074.10
264 - HOUSING-PLHA	323.59
265 - CAL HOME GRANT FUND	2,637.50
280 - MISCELLANEOUS GRANTS FUND	21,800.58
283 - MEASURE A SAFE PARKS FUND	218,502.11
284 - MEASURE W	18,196.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	51,497.15
305 - 2019A - DEBT SERVICE FUND	47,118.75
310 - 2019B - DEBT SERVICE FUND	41,800.00
405 - 2019A CAPITAL PROJECT FUND	-0.07
410 - 2019B CAPITAL PROJECT FUND	-0.07
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	5,541.35
550 - EQUIPMENT REPLACEMENT FUND	2,538.11
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	46,593.65
600 - SPECIAL DEPOSIT FUND	421.03
Grand Total:	1,742,862.81

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Priva...	2,500.00
100-1100-53972	Conferences & Meetings	904.58
100-1100-53976	Special Departmental	157.58
100-1110-53011	Operating Supplies	74.13
100-1110-53972	Conferences & Meetings	35.10
100-1120-53011	Operating Supplies	1,534.10
100-1120-53972	Conferences & Meetings	150.00
100-1120-53976	Special Departmental	303.37
100-1130-53111	Contract Services - Priva...	29,808.79
100-1130-53972	Conferences & Meetings	1,250.00
100-1135-53406	Recruitment Expenses	1,068.04
100-1135-53610	Unemployment Insurance	10,044.00
100-1135-53613	Insurance-Special Events	1,087.00
100-1135-53972	Conferences & Meetings	-599.94
100-1135-53976	Special Departmental	1,707.43
100-1150-53011	Operating Supplies	4,023.07
100-1150-53012	Small Tools & Equipment	215.54
100-1150-53211	Postage & Mailing Servic...	3,000.00
100-1150-53711	Utility - Gas	30.98
100-1150-53712	Utility - Electricity	3,666.02
100-1150-53714	Utility - Water	255.08
100-1150-53715	Utility - Communications	3,564.23
100-1150-53811	Equipment Maintenance	400.00
100-1150-53813	Facility Maintenance	3,079.58
100-1150-53814	Landscape Maintenance	2,391.91
100-1150-53911	Equipment Lease/Rental	1,442.33
100-1150-53913	Real Estate Lease	12,500.00
100-20300	FIT Payable	24,372.44
100-20310	SIT Payable	6,677.34
100-20340	PARS	4,055.26
100-20350	Group Insurance	53.31

Account Summary

Account Number	Account Name	Payment Amount
100-20360	PERS	15,903.16
100-20380	Union Dues	1,434.75
100-20399	Other Payroll Deductions	13,111.01
100-2100-53110	Contract Services - LA Sh...	652,924.36
100-2100-53186	Liability Trust Fund	81,436.47
100-2110-53015	Uniform/Boot Reimburs...	780.37
100-2110-53111	Contract Services - Priva...	38,551.33
100-2110-53972	Conferences & Meetings	98.43
100-2130-53011	Operating Supplies	746.68
100-2130-53111	Contract Services - Priva...	4,392.00
100-2130-53112	Contract Services - Public	945.72
100-3100-53011	Operating Supplies	176.14
100-3100-53012	Small Tools & Equipment	7,603.92
100-3300-53111	Contract Services - Priva...	1,957.72
100-3300-53411	Printing & Publishing	1,877.65
100-3300-53976	Special Departmental	62.90
100-3310-53111	Contract Services - Priva...	27,988.58
100-3320-53011	Operating Supplies	50.72
100-3320-53111	Contract Services - Priva...	297.67
100-3320-53972	Conferences & Meetings	175.00
100-3325-53011	Operating Supplies	292.85
100-3325-53015	Uniform/Boot Reimburs...	179.18
100-3330-53011	Operating Supplies	755.28
100-3330-53012	Small Tools & Equipment	57.51
100-3330-53015	Uniform/Boot Reimburs...	126.50
100-3330-53111	Contract Services - Priva...	2,080.00
100-3330-53972	Conferences & Meetings	112.50
100-3330-53976	Special Departmental	81.64
100-4100-53011	Operating Supplies	1,178.22
100-4100-53012	Small Tools & Equipment	219.03
100-4100-53111	Contract Services - Priva...	8,651.70
100-4100-53712	Utility - Electricity	1,592.56
100-4100-53714	Utility - Water	1,028.94
100-4100-53811	Equipment Maintenance	223.04
100-4100-53972	Conferences & Meetings	185.06
100-4110-53011	Operating Supplies	751.09
100-4110-53012	Small Tools & Equipment	140.31
100-4110-53711	Utility - Gas	115.69
100-4110-53712	Utility - Electricity	3,069.31
100-4110-53714	Utility - Water	1,028.94
100-4110-53972	Conferences & Meetings	44.97
100-4110-53976	Special Departmental	266.69
100-4110-53980	Sports Activities	3,587.11
100-4130-53012	Small Tools & Equipment	869.62
100-4130-53711	Utility - Gas	119.78
100-4130-53712	Utility - Electricity	2,072.15
100-4130-53813	Facility Maintenance	3,401.20
100-4130-53814	Landscape Maintenance	253.50
100-4130-53979	Special Events	500.05
100-4140-53415	Community Outreach	30,849.95
100-4140-53979	Special Events	40,804.76
100-4140-53993	Youth Activities Program	70.56
100-42140	Animal License Fees	20.00
100-47260	Recreation Programs	100.00
100-47305	Sublease Revenue	-1,000.00
100-48900	Miscellaneous	-60.00
200-20300	FIT Payable	488.55
200-20310	SIT Payable	125.36

Account Summary

Account Number	Account Name	Payment Amount
200-20340	PARS	16.15
200-20350	Group Insurance	1.25
200-20360	PERS	627.50
200-20380	Union Dues	58.05
200-20399	Other Payroll Deductions	441.58
200-3120-53012	Small Tools & Equipment	1,077.98
200-3120-53016	Graffiti Removal Supplies	729.84
200-3120-53713	Utility - Hwy Lights	9,929.40
200-3120-53714	Utility - Water	5,287.81
200-3120-53814	Landscape Maintenance	7,012.68
200-3120-53815	Parkway Tree Maintena...	65,296.55
200-3120-53817	Street/Sidewalk Mainte...	1,369.20
200-3120-53819	Signal Maintenance	23,595.72
202-20300	FIT Payable	176.80
202-20310	SIT Payable	67.22
202-20350	Group Insurance	0.20
202-20360	PERS	229.10
202-20399	Other Payroll Deductions	127.14
203-20300	FIT Payable	665.39
203-20310	SIT Payable	184.70
203-20340	PARS	75.71
203-20350	Group Insurance	1.89
203-20360	PERS	630.11
203-20380	Union Dues	6.40
203-20399	Other Payroll Deductions	495.61
203-3120-53111	Contract Services - Priva...	2,124.00
205-20300	FIT Payable	824.12
205-20310	SIT Payable	197.09
205-20340	PARS	281.46
205-20350	Group Insurance	1.52
205-20360	PERS	771.98
205-20380	Union Dues	48.95
205-20399	Other Payroll Deductions	525.60
205-3120-53111	Contract Services - Priva...	2,124.00
210-20300	FIT Payable	552.10
210-20310	SIT Payable	136.12
210-20340	PARS	16.15
210-20350	Group Insurance	1.20
210-20360	PERS	582.78
210-20380	Union Dues	80.55
210-20399	Other Payroll Deductions	443.34
210-3130-53816	Bus Shelter Maintenance	4,125.00
210-3130-53915	Public Transit Subsidy	2,052.00
210-3130-53916	Dial-A-Ride Services	13,901.95
210-3130-53917	Fixed Route Shuttle	58,848.37
210-46100	Dial-A-Ride Fares	-75.50
210-46105	Shuttle Fares	-1,566.00
215-20300	FIT Payable	332.79
215-20310	SIT Payable	121.63
215-20340	PARS	16.15
215-20350	Group Insurance	0.39
215-20360	PERS	377.48
215-20380	Union Dues	9.09
215-20399	Other Payroll Deductions	211.29
260-20300	FIT Payable	794.11
260-20310	SIT Payable	161.80
260-20340	PARS	111.73
260-20350	Group Insurance	1.82

Account Summary

Account Number	Account Name	Payment Amount
260-20360	PERS	607.06
260-20380	Union Dues	135.31
260-20399	Other Payroll Deductions	512.27
260-3320-53977	Grants & Loans - Residen...	3,750.00
264-20300	FIT Payable	56.17
264-20310	SIT Payable	7.36
264-20350	Group Insurance	0.37
264-20360	PERS	136.49
264-20380	Union Dues	5.36
264-20399	Other Payroll Deductions	117.84
265-3320-53111	Contract Services - Priva...	2,637.50
280-20300	FIT Payable	2,102.47
280-20310	SIT Payable	250.98
280-20340	PARS	2,378.00
280-20350	Group Insurance	2.12
280-20360	PERS	514.89
280-20380	Union Dues	25.92
280-20399	Other Payroll Deductions	466.56
280-3300-53015	Uniform/Boot Reimburs...	79.64
280-3300-53111	Contract Services - Priva...	15,573.78
280-3300-53406	Recruitment Expense	406.22
283-20300	FIT Payable	161.01
283-20310	SIT Payable	43.86
283-20350	Group Insurance	0.50
283-20360	PERS	139.33
283-20380	Union Dues	61.78
283-20399	Other Payroll Deductions	131.83
283-5618-59300	Construction Costs	217,963.80
284-3100-53111	Contract Services - Priva...	18,196.00
285-20300	FIT Payable	379.40
285-20310	SIT Payable	128.80
285-20340	PARS	135.59
285-20350	Group Insurance	0.43
285-20360	PERS	188.28
285-20380	Union Dues	6.46
285-20399	Other Payroll Deductions	109.70
285-3330-53111	Contract Services - Priva...	6,610.94
285-3330-53711	Utility - Gas	326.33
285-3330-53712	Utility - Electricity	27,598.71
285-3330-53714	Utility - Water	1,128.65
285-3330-53813	Facility Maintenance	3,571.00
285-3330-53814	Landscape Maintenance	2,456.25
285-3330-53822	Park Maintenance & Re...	5,565.40
285-3330-53911	Equipment Lease/Rental	3,291.21
305-3120-53990	Interest Payments	47,118.75
310-3120-53990	Interest Payments	41,800.00
405-10120	Cash with Fiscal Agent	-0.07
410-10120	Cash with Fiscal Agent	-0.07
500-3210-53111	Contract Services - Priva...	3,000.00
500-5621-59300	Construction Costs	2,541.35
550-6100-53017	Software & Licensing	30.00
550-6100-53018	Computer Hardware & S...	2,258.11
550-6100-53111	Contract Services - Priva...	250.00
555-3150-53014	Fuel	8,016.78
555-3150-53812	Vehicle Maintenance	5,716.01
555-3150-53912	Vehicle Lease	32,860.86
600-20230	Refundable Special Depo...	250.00

Account Summary

Account Number	Account Name	Payment Amount
600-23280	Deposit - C & D	171.03
	Grand Total:	1,742,862.81

Project Account Summary

Project Account Key	Payment Amount
None	1,704,361.83
30126E	3,750.00
30226E	2,935.17
61326E	4,939.78
61426E	1,081.93
62026E	650.00
70926E	8,387.39
71026E	697.07
98726E	406.22
98826E	15,573.78
99026E	79.64
	Grand Total:
	1,742,862.81



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Troy Grunklee, Director of Administrative Services
Candice Yu, Principal Accountant

Subject: PRESENTATION OF OCTOBER 2025 INVESTMENT REPORTS

BACKGROUND/DISCUSSION

This report presents the City’s investment portfolio for the periods of October 2025. The attachment provides details of the City’s portfolio. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by the City Council on June 10, 2025.

The investment objectives of the City of La Puente are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio, second, to provide sufficient liquidity to meet all operating requirements, and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated to the various funds based on the respective fund’s average quarterly cash balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, cities are able to benefit from economies of scale, diversification, liquidity and ease of administration.

The Investment Report for October has been provided as an attachment for your review. Investment activity for the period is summarized as follows:

DATE	TRANSACTION	ASSET TYPE	RATE	AMOUNT
10/14/2025	Sale/Redemption	Pathfinder Bank CD	0.50%	\$249,000.00
10/22/2025	Purchase	US Government Obligation-Federal National Mortgage Association (FNMA)	3.44%	\$500,000.00
10/22/2025	Sale/Reception	US Government Obligation-Federal National Mortgage Association (FNMA)	0.56%	\$250,000.00
10/31/2025	Purchase	US Government Obligation-Federal Home Loan Bank Bond (FHLB)	3.65%	\$250,000.00
10/31/2025	Sale/Redemption	US Treasury Note	0.25%	\$250,000.00

In summary, the City has conservatively placed its investment portfolio in LAIF, federal agency securities, corporate

bonds, and certificates of deposit. The portfolio complies with the Statement of Investment Policy and the City has the ability to meet its expenditure requirements for the next six months.

FISCAL IMPACT

Idle cash invested in certificates of deposit, government securities, and corporate bonds typically return higher yields than LAIF (Local Agency Investment Fund). This maximizes returns without assuming substantial additional risk.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

- A. Investment Report – October 2025
- B. Certificates of Deposit – October 2025
- C. Charts – October 2025

CITY OF LA PUENTE

Cash and Investment Report
October 31, 2025

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			4.212%	\$ 5,853,291	\$ 5,853,291	\$ 5,860,305	LAIF
Government Obligations								
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	247,413	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	244,065	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	500,000	499,915	487,755	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	241,023	243,777	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	243,935	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,632	243,818	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	243,880	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	243,428	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	487,395	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	247,103	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	247,095	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	247,895	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	247,598	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	247,598	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	247,335	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	248,090	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	247,553	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	247,500	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	247,635	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,000	246,053	Multi-Bank
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	243,823	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	247,600	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	244,300	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	247,660	Stifel
U.S. Agency Security	FHLB	10/31/25	10/21/30	3.650%	250,000	250,178	248,683	Stifel
U.S. Agency Security	FHLMC	09/15/22	08/01/27	3.740%	250,000	248,540	248,492	Stifel
U.S. Agency Security	FHLMC	04/09/25	01/01/30	4.000%	250,000	246,924	248,644	Stifel
U.S. Agency Security	FHLMC	05/27/25	10/01/29	4.200%	250,000	248,102	249,072	Stifel
U.S. Agency Security	FHLMC	06/09/25	02/01/30	4.000%	500,000	496,382	497,371	Stifel
U.S. Agency Security	FHLMC	06/12/25	05/14/30	4.880%	250,000	250,885	250,075	Multi-Bank
U.S. Agency Security	FHLMC	06/30/25	04/01/30	4.120%	500,000	501,191	499,361	Stifel
U.S. Agency Security	FNMA	07/21/22	09/01/26	2.150%	250,000	238,655	245,552	Stifel
U.S. Agency Security	FNMA	02/03/25	01/01/30	4.560%	750,000	745,319	758,388	Stifel
U.S. Agency Security	FNMA	04/21/25	03/01/29	2.110%	275,000	255,106	259,868	Stifel
U.S. Agency Security	FNMA	05/28/25	02/01/29	2.990%	525,000	503,537	508,491	Stifel
U.S. Agency Security	FNMA	07/22/25	07/01/30	4.240%	500,000	499,987	500,974	Stifel
U.S. Agency Security	FNMA	07/31/25	09/01/29	2.710%	500,000	473,942	475,233	Stifel
U.S. Agency Security	FNMA	08/19/25	10/01/29	4.060%	500,000	501,015	498,277	Stifel
U.S. Agency Security	FNMA	08/19/25	11/01/28	3.760%	500,000	499,846	497,061	Stifel
U.S. Agency Security	FNMA	08/28/25	08/01/30	4.140%	455,000	456,413	454,661	Stifel
U.S. Agency Security	FNMA	09/03/25	08/01/30	4.005%	250,000	249,978	248,772	Stifel
U.S. Agency Security	FNMA	09/30/25	11/01/29	2.670%	250,000	240,381	237,676	Stifel
U.S. Agency Security	FNMA	10/22/25	05/01/30	3.440%	500,000	466,793	460,952	Stifel
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	248,588	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	249,320	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	247,270	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	245,268	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	492,560	Stifel
Total Government Securities					15,505,000	15,348,823	15,260,905	
Municipal Bonds***			various		-	-	-	
Negotiable Certificates of Deposit ***			various		9,169,000	9,169,000	9,098,658	
Corporate Bonds***			various					
Total Investments					\$ 30,527,291	\$ 30,371,114	\$ 30,219,867	
Deposits in Bank						56,725 *		
Miscellaneous Cash						2,200 **		
Total Cash and Deposits						58,925		
Total Investments, Cash and Deposits						\$ 30,430,039		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 24-5874 dated June 11, 2024. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

* Deposits represent the equity in the checking & payroll accounts.

** Miscellaneous cash represents a total of all petty cash accounts.

*** Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached

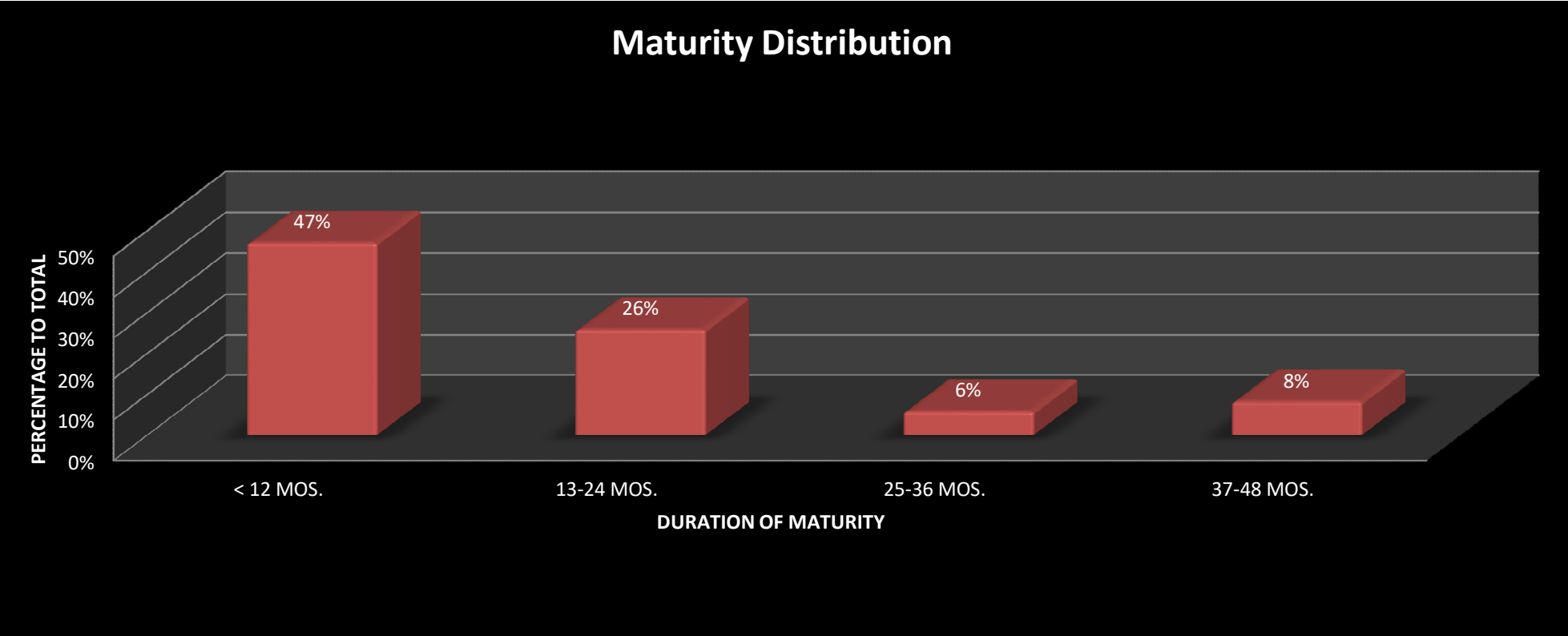
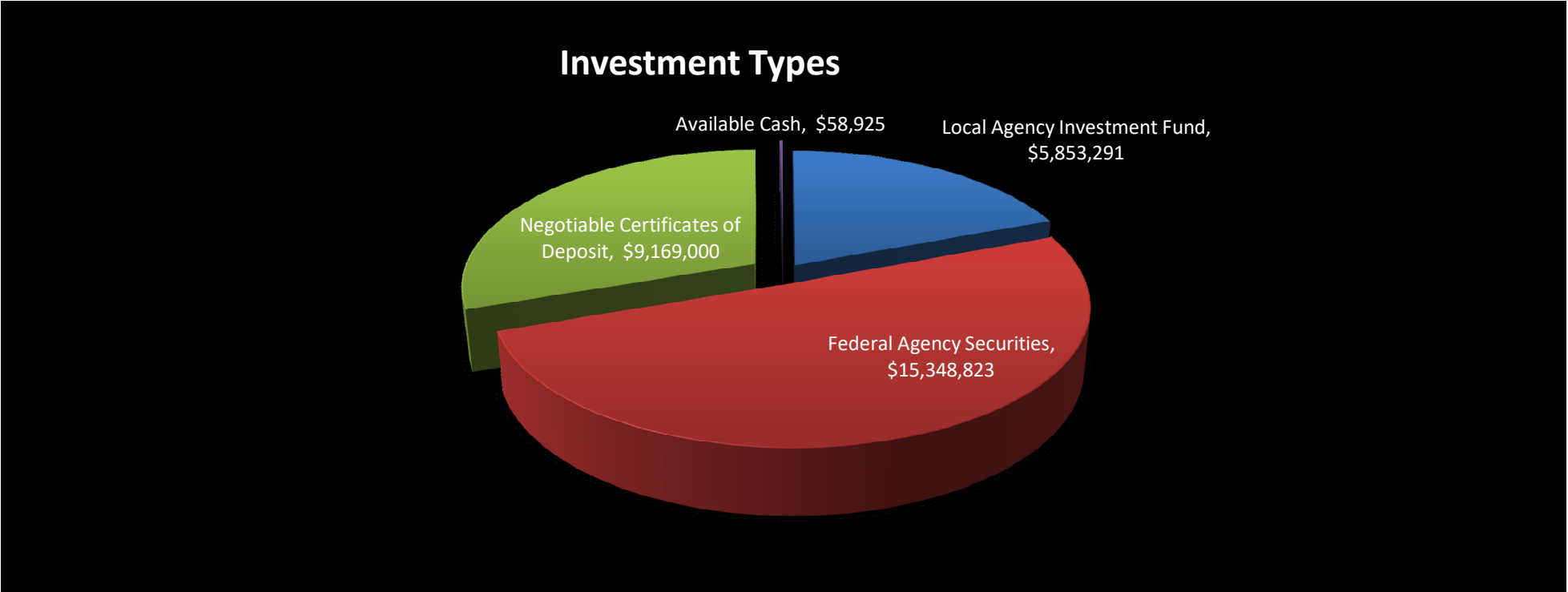
Troy O. Grunklee, CPA
Dir. Of Administrative Services

Candice Yu
Principal Accountant

CITY OF LA PUENTE **Cash and Investment Report** **October 31, 2025**

Negotiable Certificates of Deposit

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	248,696	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	245,810	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	244,310	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	243,305	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	244,712	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	242,445	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	242,948	Stifel
Ally Bank	7/22/22	7/28/26	3.25%	246,000	246,000	245,095	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	242,973	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	242,633	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	243,198	Stifel
Healthcare System FCU	9/7/22	9/21/26	3.60%	249,000	249,000	248,821	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	242,795	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	242,481	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	242,334	Stifel
Capital One Bank NA	11/8/21	11/17/26	1.10%	248,000	248,000	241,525	Stifel
Alabama Credit Union	6/7/23	12/21/26	4.85%	248,000	248,000	251,281	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	242,304	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	241,713	Stifel
Nelnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	241,272	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	241,574	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	242,819	Stifel
American First Credit Union	4/24/23	4/27/27	4.40%	249,000	249,000	251,632	Stifel
Cy Fair FCU	5/4/23	5/19/27	4.35%	248,000	248,000	250,535	Stifel
Jeep Country FCU	6/21/23	6/29/27	4.70%	248,000	248,000	252,099	Stifel
Capital One Bank USA	7/14/22	7/20/27	3.40%	245,000	245,000	243,809	Stifel
Discover Bank	7/14/22	7/20/27	3.35%	245,000	245,000	243,608	Stifel
American Express National Bank	7/22/22	7/27/27	3.45%	245,000	245,000	243,976	Stifel
St. Vincent Medical Center Credit Union	8/3/22	8/12/27	3.50%	249,000	249,000	248,248	Stifel
Belmont Bank	8/5/22	8/24/27	3.15%	249,000	249,000	246,704	Stifel
Cobalt Credit Union	9/1/22	9/15/27	3.60%	249,000	249,000	248,676	Stifel
Affinity Bank	3/13/23	3/17/28	4.90%	248,000	248,000	254,827	Stifel
Morgan Stanley Private Bank	3/17/23	3/23/28	4.90%	244,000	244,000	250,703	Stifel
Morgan Stanley Private Bank	6/30/25	7/1/30	4.30%	245,000	245,000	250,718	Stifel
Civic Federal Credit Union	7/23/25	10/23/28	4.10%	249,000	249,000	251,781	Stifel
BMW Bank of North America	8/15/25	8/15/28	3.85%	245,000	245,000	245,887	Stifel
Workers Credit Union	8/18/25	8/20/29	3.90%	249,000	249,000	250,407	Stifel
Total for Negotiable Certificates of Deposit				\$ 9,169,000	# \$ 9,169,000	\$ 9,098,658	





City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services
Juan Galvan, Senior Planner

Subject: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CHAMBERS GROUP, INC. FOR ENVIRONMENTAL SERVICES FOR THE LA PUENTE ACTIVITY CENTER IN THE AMOUNT OF \$125,550

BACKGROUND/DISCUSSION

At the City Council meeting of August 4, 2025, the City Council approved the conceptual architectural plans for the La Puente Activity Center. The City has secured a Community Project Funding (CPF) grant, administered by the U.S. Department of Housing and Urban Development (HUD), to support projects that benefit the community.

For this phase of the project, the grant will be used to fund environmental professional services, which will ensure compliance with all grant requirements and applicable environmental regulations for the establishment of the Activity Center at La Puente Park.

The new Activity Center will provide a centralized facility for programs and services that meets the needs of the community. Designed to accommodate a variety of indoor activities, including recreational, educational, and social programs, the facility will enhance community engagement and provide a safe, accessible space for residents.

Staff identified Chambers Group, Inc., a full-service environmental firm with relevant experience on similar projects, including prior work for La Puente Park, to provide National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) assistance for the proposed La Puente Park Activity Center.

Pursuant to Section 2.20.090 of the City's recently revised Purchasing Ordinance, agreements for professional services may be executed without following the City's bidding procedures based on the City Manager's determination. As noted in Section 2.20.020, "professional services" specifically include environmental consulting. The City Manager can make his determination based on any or all of the following: demonstrated competence, qualifications, experience, and knowledge of the City and reasonableness of cost to perform the services. Based on Chambers Group's experience and Staff's review of their proposal, the costs are reasonable for the services provided.

FISCAL IMPACT

The total cost for these services is \$125,550. With a ten percent (10%) contingency of \$12,555, the total service budget is \$138,105. Funding for these services is available through the Housing and Urban Development (HUD) Community Project Funding (CPF) grant.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement with Chambers Group, Inc. in the amount of \$125,550; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

- A. Chambers Group Professional Services Agreement
- B. HUD/NEPA and CEQA Compliance for La Puente Park Activity Center

Agenda Report – Professional Services with Chambers Group, Inc.

For Meeting of December 9, 2025

Page 2 of 2

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of December 9, 2025, between the City of La Puente, a municipal corporation (“City”), and Chambers Group, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until all tasks described herein are completed unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services/Rate Schedule”). Tasks other than those specifically described in the Scope of Services/Rate Schedule shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing full-service environmental services to a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in

writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Twenty-Five Thousand Five Hundred Fifty dollars and Zero cents (\$125,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, or otherwise disposed of by the City without the permission or liability to the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement excluding Consultants standard details, standard specifications and calculations. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction

and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1501

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Consultant:

Mike McEntee
CEO/CFO
Chambers Group, Inc
3151 Airway Ave., Suite F208
Costa Mesa, CA 92626
Tel: (949) 261-5414

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are

merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of La Puente

“CONSULTANT”
Chambers Group, Inc.

By: _____
Bob Lindsey, City Manager

By: _____
Mike McEntee, CEO/CFO

Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
Susie Altamirano, City Attorney

Attachments: Exhibit A Scope of Services/Rate Schedule
 Exhibit B Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

October 23, 2025

Abraham Tellez, Director of Development Services
City of La Puente
15900 Main Street
La Puente, CA 91744

Project: HUD/NEPA and CEQA Compliance for the New La Puente Park Activity Center

Dear Abraham Tellez,

Chambers Group thanks the City of La Puente (Client/City) for the opportunity to provide National Environmental Policy Act (NEPA) assistance for the proposed La Puente Park Activity Center (Proposed Project). The proposed activity center would include a patio area, dressing area, activity area, and volleyball court. The activity center would be constructed west of the existing La Puente Community Center.

The Proposed Project is applying for a Housing and Urban Development (HUD) Community Project Funding (CPF) grant. For the City to receive funding, the Proposed Project will require compliance with NEPA and Section 106 of the National Historic Preservation Act (NHPA). Section 106 requires federal agencies to consider the effects of proposed federal undertaking on historic properties. Based on review of the proposed work, and upon receipt of guidance from the City's HUD representative, the Proposed Project would require the preparation of an Environmental Assessment (EA) and associated technical studies listed below.

Chambers Group is also providing the preparation of an Addendum to the previously approved Initial Study/Mitigated Negative Declaration (IS/MND) for the preparation of the Park Master Plan in 2019. The addendum will address the changes to the Park Master Plan that includes relocation of previously approved facilities/park amenities. Per Section 15164 of the California Code of Regulations, an addendum to an adopted negative declaration may be prepared if minor technical changes or additions are necessary. These changes would not result in significant effects and would not introduce one or more significant effects not previously discussed. If the results of the studies show that the Project would result in new and significant impacts not previously analyzed, a subsequent document may be required. We have provided a subsequent study below.

Scope of Work

Chambers Group can commence work on this Proposed Project as soon as we receive written notice to proceed (NTP). We will accomplish the scope of work as described in the following pages.

Task I: Environmental Assessment (EA)

Task I.I: Draft EA

Following one Project kick-off meeting, Chambers Group will prepare an EA in accordance with the Council on Environmental Quality (CEQ) regulations (40 Code of Federal Regulations [CFR] 1500-1508) implementing the NEPA (42 United States Code [USC] 4321 et seq.), to disclose and analyze potential environmental impacts from the Project. The document process will include preparation of the EA that will follow the Part 50 Environmental Assessment Format published by HUD Exchange on March 2025. Chambers Group will prepare an Administrative Draft EA, in accordance with HUD's format for EA Determinations and Compliance Findings for HUD-assisted Projects (24 CFR Part 58).

The analysis of the environmental effects and significance will address direct, indirect, and cumulative impacts of all the alternatives considered. These include the discussion of the Project's compliance with statutes, executive orders, and regulations listed at 24 CFR 50.4, 58.5 and 58.6, and environmental assessment factors including land development, socioeconomic, community facilities and services, and natural features as appropriate. The Administrative Draft EA will incorporate information from the technical reports and Project's information received during the Project Kick-off. All other information will be obtained through publicly available data.

If the findings of the Administrative Draft EA indicate that the Project will significantly affect the quality of the human environment, the Project would require the preparation of an Environmental Impact Statement (EIS). The preparation



of an EIS will be provided as a separate scope. If the Draft EA indicates that the Project would not likely cause a significant environmental effect, the Administrative Draft EA will be finalized, and a Findings of No Significant Impact (FONSI) will be prepared.

Task 1.2: Public Review and Final EA

Following one round of review of the Administrative Draft EA and FONSI from the City, Chambers Group will prepare the Public Review EA based on comments received on the Administrative Draft EA from the City. The Notice of FONSI and Request a Release of Funds (RROF) will be prepared utilizing the most updated HUD template to be confirmed by the HUD representative. A public review period of 7 to 15 days will be scheduled (or longer local depending on local policy) (24 CFR 58.45). The notice must be posted/published per the guidelines set forth in 24 CFR 58.43 (newspaper, public spaces, mailing, and/or City website). Note that public review may not occur until after concurrence with SHPO and/or other agency consultations.

After the public review period, Chambers Group, in coordination with the City, will review any comments received. These comments will be considered and addressed in the Final EA. After preparation of the Final EA, an RROF and certification shall be submitted by the City to the HUD Environmental Office which will be reviewed for clearance. The City shall retain a copy of the environmental record and make it available for public inspection. One electronic copy will be provided. Hard copies are to be provided at an additional cost.

Optional Task 1.3: HUD Environmental Review Online System (HEROS)

To help Responsible Entities facilitate the environmental review process, HUD's Office of Environment and Energy (OEE) has developed HEROS. HEROS is a web-based system for Responsible Entities to prepare and manage their Environmental Review Records (ERR). HEROS applies to all environmental reviews for HUD-assisted projects. HEROS streamlines the environmental review process for Users by replacing the existing paper-based process with a comprehensive web-based system. Users can create electronic Environmental Review Records and manage their reviews from a single, electronic portal. HEROS facilitates easier organization, sharing, and communications between a Responsible Entity and its partners. This optional task includes coordination with HUD and access and uploading of ERR documents to the HUD Environmental Review Online System. This task includes approximately 20 hours of labor. Should additional time be warranted, a change order would be requested.

Task 2: Technical Support

Task 2.1: Air Quality, Greenhouse Gas, and Noise Technical Memo

The following services are to prepare an Air Quality, Greenhouse Gas Emissions (GHG) and Noise Memo pursuant to the City, South Coast Air Quality Management District (SCAQMD) and the Environmental Protection Agency's (EPA) NEPA rules and requirements.

Air Quality and GHG Emissions Technical Memo

- Provide the project location and nearby sensitive receptors and a project description.
- Identify both SCAQMD and EPA's General Conformity *de minimis* thresholds for NEPA thresholds of significance for criteria pollutants and GHG emissions.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with construction and operational activities for the proposed project utilizing the CalEEMod Model. Compare the proposed project's construction-related and operations-related regional criteria pollutant and GHG emissions to both the SCAQMD and the EPA's General Conformity *de minimis* thresholds.
- Evaluate local (nitrogen oxides) NO_x, (carbon monoxide) CO, (particulate matter) PM₁₀, and PM_{2.5} emissions associated with construction and operation of the proposed project at the nearest off-site sensitive receptors utilizing the SCAQMD Look-Up Tables and the methodology described in *Localized Significance Threshold Methodology*, prepared by SCAQMD, July 2008.
- Prepare an air quality and GHG technical memorandum that summarizes the results of the above analysis.



Noise Technical Memo

- Provide a project description that details the project components, the project location and nearby sensitive receptors.
- Evaluate the existing noise environment and obtain two (2) short-term (15 minute) noise measurements in the vicinity of the project site, in order to determine the existing ambient noise conditions on the project site and at the nearby homes to the east.
- Utilize the Federal Highway Administration's Roadway Construction Noise Model (RCNM) Version 1.1 to analyze potential noise impacts at the nearby sensitive receptors from each phase of construction activities for the proposed project. Compare the results to the applicable City noise standards.
- Provide an operational project trip analysis that shows the percent increase of project-generated trips on the nearby roads and how the small incremental increase would not create a noticeable roadway noise increase to the nearby sensitive receptors.
- Calculate the onsite noise impacts from the activity center outdoor activity areas as well as from rooftop mechanical equipment to the nearby sensitive receptors through use of previously obtained noise measurements of each source. Compare the operational noise levels at the nearby sensitive receptors to the City noise standards.
- Prepare a noise technical memorandum that summarizes the results of the above analysis.

Task 2.2: Cultural Resources Services

Task 2.2.1: Records Search Requests; Literature Review

In support of the City's goal to meet HUD Section 106 checklist requirements, Chambers Group will conduct a literature review. This will include a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search will be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the one-mile search radius surrounding the Project site. The one-mile study area approach is standard for Section 106 studies but may potentially be modified based on consultation with, and concurrence by the City and permitting federal agency. Information to be reviewed will include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. Chambers Group will also review properties listed on/as the California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), Caltrans Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional sources of information that may be reviewed include but are not limited to Certified Local Government annual reports and other data, Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) records, the National Register Information System, the on-line database for National Register sites, Calisphere Digital Resources, Online Archive of California, General Land Office Plat Maps, Sanborn Fire Insurance Maps, local historical societies and libraries, as well as inventory files and data on-file with other agencies that control property near the area. The task will also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps (i.e., Sanborn Fire Insurance Maps, General Land Office Plat Maps).

In addition to the above research, a request that the Native American Heritage Commission (NAHC) will be submitted for a review of their sacred land files (SLF). This search will identify if any resources important to Native Americans have been recorded within the Project area and surrounding vicinity and support the City's goal to meet the HUD Section 106 requirements. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. Chambers Group will provide the results of the NAHC SLF search directly to the City to support the HUD Section 106 requirement, as well as addressing the results in the cultural resources report. **Note:** This research alone does not satisfy the City's requirements under Assembly Bill 52 (AB 52) or HUDs Section 106 consultation efforts. This task includes all required records search requests, processing and review of results provided, additional geographic



information system (GIS) processing of results, NAHC Scoping Notification outreach, and minimal research to be incorporated within the Cultural Resources Report.

Task 2.2.2: Cultural Resources Survey

Chambers Group will complete a field survey of the proposed Project site limits of disturbance, area of potential effects (LOD, APE), to support the City's goals to meet the HUD Section 106 requirements. Based on the information available, this task assumes that the proposed Project site will be no more than 0.5 acres. All cultural resources specialists conducting cultural resources survey will work under the direction of the Qualified Archaeologist that meets the Secretary of Interior (SOI) qualifications, found in 36 CFR Part 61 (thus, meeting the HUD Section 106 requirements). The cultural resources survey will be conducted in accordance with the professional standards as described by the National Parks Service, Secretary of Interior's Standards and Guidelines, as amended, for Archaeology and Historic Preservation. Chambers Group cultural resources specialist will survey the Project area for the presence of:

- Prehistoric artifacts (e.g., flaked stone tools), stone milling tools, tool-making debris,
- Historic artifacts (e.g., metal, glass, ceramics),
- Sediment discoloration (ex. midden, hearth features),
- Depressions and other features indicative of the former presence of structures or buildings (e.g., post holes, foundations),
- Historic ruins, buildings, structures, and/or objects.

Based on available records and the developed nature of the Project site, it is assumed that no cultural resources may be identified during survey and require in-field, and post-field documentation. Should any cultural resources be identified, a revised scope of work and cost will be necessary.

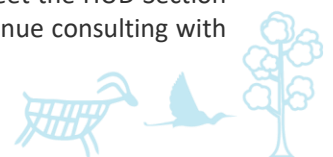
Task 2.2.3: Cultural Resources Report

Chambers Group will complete the required studies and prepare a Cultural Resources Report deliverable. This report will be prepared under the direction of a Qualified Archaeologist that meets the Secretary of Interior (SOI) qualifications, found in 36 CFR Part 61 (thus, meeting the HUD Section 106 requirements). The report will be prepared according to the Archaeological Resource Management Report (ARMR) Guidelines and California State Historic Preservation Office (SHPO) Guidelines, to support the City's goal to meet the HUD Section 106 requirements for the Project. This task assumes that the records search results will not include any previously documented cultural resources in the Project site that will require updated documentation, and no previously undocumented cultural resources will be identified in the Project site during the field survey. The associated but separate proposed Historical Assessment Report deliverable will be referenced in, and appended with, this report deliverable. This negative report will address the results of the records searches, background research, prehistoric, ethnographic, and historical contexts, field survey methods and results, and recommend appropriate mitigation measures if necessary. The report is assumed to contain up to 40 pages of text, plus graphics, and appendices.

This cost estimate assumes that up to two rounds of report comments from the City will be received to be incorporated into the final document after draft review. This includes the assumption that any comments on the initial draft report from the City will be provided to Chambers Group. After one round of review by the City, Chambers Group will address comments and provide an updated draft. The second round of review included in this scope will address any additional comments from reviewing agencies. Chambers Group will address the second round of comments and provide an updated final draft of the report deliverable. If additional comments are received beyond the two rounds assumed, a revised scope of work and cost for additional review may be necessary.

Task 2.2.4: Consultation and Project Management

Chambers Group will consult with the City and HUD as needed to help refine the APE, including reviewing digitized maps provided by the City, to help ensure all proposed elements of the Project are addressed as necessary within the APE and/or determine all areas requiring survey and any additional details that require compliance with Section 106 to proceed with the study. This task also includes time for the SOI Qualified Archaeologist to attend up to 3 formal meetings in a virtual forum, and additional consultation with the City to support their goals to meet the HUD Section 106 requirements. As such, up to 12 hours is included in this cost estimate for specialists to continue consulting with



the City as needed. Additionally, a nominal amount of time and cost are included to address necessary project management related to the cultural resources tasks throughout the duration of the Project. If additional consultation or project management is required, a revised scope of work and costs will be necessary.

Assumptions:

- The City will confirm the Project site footprint, Limits of Disturbance (LOD), and/or Area of Potential Effects (APE) at authorization or NTP. This information is assumed final once Chambers Group begins work; any changes post-NTP will require a revised scope and cost.
- Fees incurred by the IC to conduct record searches, estimated at up to \$1,000, are included as part of this task. We will bill the actual amount these institutions charge without a markup.
- Currently, the IC estimates **6 to 8 weeks** from the date of request to provide results for a records search. Currently, the NAHC estimates **4 to 6 weeks** from the date of request to provide results for the SLF request.
- This task currently includes the issuance of NAHC Scoping Notification Letters to NAHC-listed points of contact to request information regarding the proposed Project site, via email transmission. These informal evidence gathering letters are not a substitute for government-to-government consultation by the permitting agency.
- If the records search data reveals that potentially significant or eligible cultural resources are documented or surveyed within the Project site and/or surrounding one-mile radius study area, that may be affected and cannot be avoided; further research and additional documentation to support the associated report deliverable may be required and a revised scope of work may be necessary.
- The IC records search data will also be utilized for the separate but related Historical Assessment Report proposed for the Project.
- If the Project site exceeds the assumed acreage, or if access to restricted parcels are not available, subsequent surveys may be required at additional time and costs.
- This task does not include costs associated with the required presence of a Native American Monitor during survey or cultural resources testing, data recovery, analysis, monitoring, or similar programs.

Task 2.3: Historical Resources and Optional Services

Task 2.3.1: Historical Resources

This scope outlines the historical resources services that will support this Project based on the direction provided by HUD.

Archival Research Golden State will inspect available historical maps and aerials, U.S. Geological Survey (USGS) survey plats, and Government Land Office (GLO) plats that depict the Project area. Golden State will also review properties listed on the California Historical Landmarks (CHL), California Historical Resources Inventories, California Points of Historical Interest (CPHI), local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional archival research at relevant repositories will be completed as necessary. Golden State assumes that a California Historical Resources Information System (CHRIS) records search will be completed by Chambers Group and that the results will be provided to Golden State for review.

Historical Survey and Documentation Golden State will conduct a historical built environment field survey to photo document and assess the current condition of the structures and landscape that comprise La Puente City Park. The resource will be recorded on DPR 523 series forms. In preparing the DPR 523 forms, the existing condition of the buildings, structures, and landscape that comprise La Puente City Park will be photographed and described in detail. This scope and cost estimate assume that no more than one historic period resource comprised of up to four buildings/structures and the landscape (La Puente City Park) will require documentation and evaluation and that the property will be recorded and evaluated as a single resource. It is assumed that the area of potential effect (APE) will be limited to the park property and that no analysis of indirect effects will be required.



Historical Assessment Report Golden State will prepare a historical assessment technical report in compliance with CEQA and Section 106 of the NHPA, including historic contexts, a summary of field methods and results, historical significance evaluations of the La Puente City Park under National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) criteria, as well as local register criteria if necessary. The report will include management recommendations in compliance with Section 106 and CEQA, if necessary.

Based on available information, it appears that the proposed activity center will have limited potential to impact adjacent historic properties due to its placement and assumed single-story height. It is assumed that a one-parcel buffer from the project location to analyze potential visual effects will not be required. Should the State Historic Preservation Office (SHPO) require an expanded APE for visual effects during the consultation process, as many as 24 historic-period resources including some that are comprised of multiple buildings (e.g. La Puente High School has approximately 22 historic-period buildings and structures) may require documentation and evaluation. As such, costs will increase based on the number and complexity of the resources.

Assumptions

- It is assumed that one site visit will be required to complete this scope of work. If additional site visits are required, costs will increase.
- It is assumed that the APE will be limited to the proposed activity center and that no analysis of indirect effects will be required. If an analysis of indirect effects is required, costs will increase.
- If any additional historic-period built environment resources are identified that require documentation and/or evaluation, costs would increase based on the size and complexity of the resources.
- It is assumed that one report addressing both CEQA and Section 106 of the NHPA will be prepared.
- This scope assumes one round of comments will be addressed (no more than two hours to address comments).
- Up to two remote meetings each lasting no more than one hour have been included. If additional meetings are required, costs will increase.
- No hard copies of the report will be required.
- It is assumed that Golden State will not be required to participate in SHPO consultation.
- It is assumed that City of La Puente is the CEQA lead agency and HUD is the lead agency for the purposes of Section 106.

Optional Task 2.3.2: SHPO Determination and Mitigation

If the park is found to be a historical resource/historic property and the Project is found to have an adverse effect/impact, the Project may require mitigation.

- Because there is federal nexus, the City will need to negotiate with HUD and SHPO to determine mitigation. This estimate includes development of suggested mitigation measures and assumes that a full Historic American Building Survey/ Historic American Engineering Record (HABS/HAER) documentation will not be required. The actual fee will be contingent on the mitigation that is determined.
- At this time, there is no indication the park will be considered a historic property/resource or, should that be what the research determines, that the Project will have an adverse effect. The study will determine these factors.
- The fees provided are estimated. Actual fees will depend on the comments and requests by SHPO.

Optional Task 2.3.3: Indirect Effects

If the APE for indirect effects needs to be expanded, the following may be required.

- Please note that it is unlikely that the APE for indirect effects will be expanded considering the Project and the location, however; the Project location is adjacent to a historic-period school which presents the greatest



potential for concern for SHPO. In the unlikely event that the SHPO insists on expanding the APE, an expansion to include the school is the most likely. The school is comprised of 22 historic-period buildings and structures.

- The fees provided are estimated. Actual fees will depend on the comments and requests by SHPO.

Task 3: CEQA Compliance

Task 3.1: CEQA Addendum Option

Chambers Group will conduct a CEQA review to assess the Proposed Project in relation to the previously certified IS/MND and determine whether the Proposed Project meets any of the criteria set forth in Section 15162 of the CEQA Guidelines, which would require preparation of a subsequent or supplemental IS/MND. After review of the Project details, and in coordination with the City, if an Addendum is deemed as the appropriate CEQA document, Chambers Group will prepare an Addendum Summary that highlights the Proposed Project components, brief discussion on impacts to resource areas, and proposed mitigation measures.

This scope assumes that the Proposed Project does not meet any of those criteria in Section 15162. The draft Addendum will be prepared pursuant to Section 15164 of the Guidelines. After receipt of one set of integrated comments on the draft addendum Summary from the City, Chambers Group will revise the documents accordingly and prepare the final Addendum. Comments and revisions will be transmitted to Chambers Group electronically. Response to the City's comments is not anticipated to require substantial new analysis. This task assumes one round of revisions and responses before finalization of the document. Comments will be made using the track changes feature in Microsoft Word.

If the results of the technical studies identify new and significant impacts not previously analyzed, or if the Project is found to cause a substantial adverse change in the significance of a historic resource, a Subsequent Mitigated Negative Declaration (MND) may be required. The scope for a subsequent MND is provided below.

Task 3.2: Subsequent MND Option

Task 3.2.1: Data Acquisition and Project Description

After receiving the NTP, Chambers Group will coordinate with the Client at a Project kick-off meeting via teleconference to discuss the Project, schedule, and Project background information, including receipt of any updated or additional documentation such as site plans, previously prepared technical studies, and comments from the City. The kick-off meeting will include a discussion of the City's requirements.

Chambers Group will develop a complete Project Description for the Project, incorporating the details from the required technical studies and from the Project details to be received from the Client. The Project Description will form the basis for the analysis of the potential impacts on the environment, based on the information provided by the Client. The Project Description is essential in assessing the potential impacts of the Project. The Project Description will include a narrative and graphical presentation of the Project, including components, location and boundaries, regional and vicinity maps, and a statement of the Project goals and objectives. Chambers Group assumes that updated site plans and updated Project information would be received during kick-off.

Deliverables: One electronic copy of the Draft Project Description for one round of review. One electronic copy of the Final Project Description.

Task 3.2.2: IS

Once the Project description has been approved, Chambers Group will prepare an IS Checklist to confirm the preparation of an appropriate California Environmental Quality Act (CEQA) Documentation for the Proposed Project. The IS will be prepared using the most recent version of the City's template that complies with the CEQA Guidelines Appendix G. In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the project;
- An identification of the environmental setting;



- A preliminary identification of environmental effects by using a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.
- Discussion of environmental factors outlined in the CEQA checklist resource areas.

After receipt of one set of integrated comments on the Draft IS from the City, Chambers Group will revise the IS accordingly. In addition to the IS, Chambers Group will provide a recommendation for the appropriate level of CEQA documentation. This recommendation is assumed to be an MND. If an Environmental Impact Report (EIR) is determined to be required, a separate scope and cost can be prepared for consideration. We assume the previously prepared technical studies will be referenced for the MND outside of the Cultural and Historic Resources Report.

Deliverables: One electronic copy of the IS in Word and PDF for the City. Hard copies will be provided at an additional cost.

Task 3.3: MND

This scope includes the preparation of the Public Review MND, distribution of notices, submittal to the Office of Planning and Research (OPR), and assistance in the preparation of responses to comments. Determination of the Proposed Project requiring an MND will be done in coordination with the City and Client.

Task 3.3.1: Administrative Draft MND and Public Review

If one or more significant impacts are identified during the IS process, including results from the technical reports, CEQA allows the preparation of an MND when those impacts can be mitigated to a less than significant level. For each CEQA environmental checklist discipline item, the existing environmental setting of the Project site and surroundings will be characterized from the existing literature base. An environmental impacts analysis will be prepared for each checklist entry. Based on CEQA defined significance criteria, Chambers Group will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance, as a part of the Administrative Draft MND.

Deliverables: Electronic copies of the Administrative Draft MND for one round of Client review. Two hard copies and one electronic copy of the Public Review IS/MND for one round City review. Technical Studies will be provided electronically.

After receiving one round of comments on the Administrative Draft MND from the Client and the City, Chambers Group will then revise the MND accordingly for public distribution. Chambers Group will prepare and distribute copies of the Public Review Draft MND to the City, OPR, and affected public agencies. Chambers Group will coordinate with the Client and the City to create a distribution list of agencies and interested parties to receive notification of the Public Draft MND and associated notices.

For submittal to the OPR, Chambers Group will draft a Notice of Intent (NOI), Notice of Completion (NOC), Summary Form, and the Public Review Draft MND with associated appendices to be submitted electronically on behalf of the City. The City must approve Chambers Group as a submitter on the OPR CEQANet Web portal, and the City will submit the NOI to the County Clerk. Chambers Group will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Project from an approved distribution list confirmed by the City. We assume up to 40 mailings of the NOI via regular mail to adjacent property owners and up to 10 mailings of the NOI via certified mail to agencies and other interested parties. Chambers Group will mail out the NOIs in accordance with CEQA guidelines.

Note: Chambers Group assumes that the City will conduct Assembly Bill (AB) 52 consultation prior to circulating the MND for public review. If requested, Chambers Group can provide support to the City under a revised scope and cost.

Deliverables: One electronic Portable Document Format (PDF) copy of the Draft MND and technical reports as appendices for Public Review Distribution by the City. Up to 40 mailings to immediately adjacent property owners via regular mail, and up to 10 mailings to agencies and interested parties via certified mail. For OPR submittal, one electronic copy of the NOC, one electronic copy of the Summary Form, one electronic copy of the NOI, electronic copies of the Draft MND and technical reports, and one electronic copy of the Summary Form. Up to two hard copies of the



MND with technical studies on a thumb drive to be mailed to the City if requested. Should additional mailings be required, Chambers Group can prepare and mail additional notices at an additional cost.

Task 3.3.2: Final MND with Response to Comments

Final MND with Response to Comments. Based upon comments received from public review, responses to the comments will be prepared. A draft of these responses will be provided to the Client. It is assumed that Chambers Group would coordinate with the City to address public comments received and comments would be addressed based on available data. We anticipate no more than 15 comment letters with an average of five comments each (75 comments total) will be received and addressed. The cost estimate for this task is based on the assumption that no new technical analysis would be required in response to public comments. If more comments than assumed are received or more analysis will be required to respond to comments, such as responses to the California Department of Fish and Wildlife (CDFW), Chambers Group will coordinate with the Client and the City to identify comments to be addressed by the Chambers Group team and/or provide these services under a separate scope and fee.

Upon receipt of one complete set of comments from the Client on the responses, a Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by the Client when considering approval of the Project.

Prepare Mitigation and Monitoring Reporting Program (MMRP). Following preparation of the MND, Chambers Group will prepare a Draft MMRP as required by CEQA for review by the Client. The Final MMRP incorporating the Client's comments will be incorporated into the Final MND.

Notice of Determination (NOD). The NOD is filed following the Client's decision to conduct or approve the Project for which the MND has been prepared. Chambers Group will prepare the NOD and will file the NOD with the OPR and the County Clerk. We assume the Client will be responsible for the CDFW filing fees, if necessary.

Deliverables: One electronic PDF copy of the Final MND and technical reports as appendices. Up to two hard copies of the Final MND and technical studies saved in a thumb drive for the City if requested. Up to 10 NODs for certified mail to state/responding agencies. We assume the City will submit the NOD to the County Clerk and Chambers Group will submit the NOD electronically to OPR.

Cost and Schedule

Deliverable deadlines will vary based on City coordination, agency coordination and comments, completion of technical studies, and receipt of all necessary documentation to begin the Proposed Project. The total cost will be based on tasks approved by the City. Schedules will vary based on receipt of Project information, document response times, and agency coordination. No tasks will begin until we receive a written NTP.



NEPA Tasks	Cost	Est. Schedule
Task 1: Environmental Assessment	\$20,054.00	25 Weeks
Task 2.1: Air Quality, Greenhouse Gas and Noise Technical Memo	\$6,670.00	4 Weeks
Task 2.2: Cultural Resources Services	\$16,720.00	14 Weeks
Task 2.3: Historical Resource Services	\$15,646.00	5 Weeks
NEPA Total	\$59,090.00	25 – 30 Weeks
Optional Tasks		
<i>Optional Task 1.3: HEROS</i>	<i>\$3,360.00</i>	<i>N/A</i>
<i>Optional Task 2.3.2: SHPO Determination and Mitigation</i>	<i>\$15,000.00</i>	<i>6 to 8 Weeks</i>
<i>Optional Task 2.3.3: Indirect Effects</i>	<i>\$20,000.00</i>	<i>6 to 8 Weeks</i>
NEPA Total with Optional Tasks	\$97,450.00	30 to 35 Weeks
CEQA Tasks	Cost	Est. Schedule
Task 3.1 CEQA Addendum Option	\$9,500.00	4 Weeks
Task 3.2: Subsequent MND Option	\$28,100.00	15 Weeks

TOTAL PROJECT COSTS	
CEQA ADDENDUM AND NEPA EA PROJECT TOTAL WITH OPTIONAL TASKS	\$106,950.00
CEQA SUBSEQUENT MND AND NEPA EA PROJECT TOTAL WITH OPTIONAL TASKS	\$125,550.00
Contingency*	\$18,983.00

*A contingency budget is included to cover additional reporting or coordination required to comply with CEQA, NEPA and HUD requirements. The contingency reflects 15% of the total project with the highest estimate.

Authorization

This letter was prepared by Chambers Group solely for your internal use in evaluating Chambers Group's business proposal and deciding whether or not to contract with Chambers Group to perform the services described above. Chambers Group considers the above pricing and other business information the property of Chambers Group. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated and shall not be disclosed to any other party without Chambers Group's written consent.

If the City of La Puente elects to use a purchase order or other document to commence the services or for billing or accounting purposes, Chambers Group will refer to such document by number in its correspondences, invoices, and work products; however, Chambers Group's Terms and Conditions will prevail over any such document, and only Chambers Group's Terms and Conditions shall apply with respect to the services described herein, unless superseded by a definitively written contract when executed by the parties.

If this scope of work and cost meet with your satisfaction, please execute this letter, and return it to Chambers Group as our authorization to begin work. The schedule and cost quoted herein are valid for 60 days.



La Puente Park Activity Center

City of La Puente



Thank you for the opportunity to provide this proposal, and we look forward to having the opportunity to continue working with you. Please call or email Eunice Bagwan, Project Manager, if you have any questions or comments regarding this proposal on 949.261.5414: x7325 ebagwan@chambersgroupinc.com.

Sincerely,

CHAMBERS GROUP, INC.

Authorized By:

City of La Puente

A handwritten signature in blue ink that reads "Mike McEntee".

Mike McEntee

CEO/CFO

3151 Airway Ave., Suite F208

Costa Mesa, CA 92626

(949) 261-5414

mmcentee@chambersgroupinc.com

Signature

Date



CLIENT: _____

GENERAL CONDITIONS

1.0 Services to be Performed by Chambers Group, Inc. Chambers Group, Inc. (CHAMBERS) shall perform consulting services (“Services”) in accordance with its proposal or in accordance with the Scope of Work agreed upon by the Parties. Upon execution by the Parties, each Scope of Work, together with this Agreement, shall be taken to constitute a separate contract.

1.1 Invoicing and Payment. The CLIENT will pay CHAMBERS for performance of CHAMBERS’ Services, in accordance with the payment terms set forth in the Scope of Work pertaining to such Services. CHAMBERS’ fee schedules are revised annually. The fee schedule in effect at the time the Services are performed shall apply to the Services.

CHAMBERS shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work. Invoices are due upon presentation and are past-due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that CHAMBERS may suspend Services and/or demand prepayment of fees at CHAMBERS’ option.

In instances where CHAMBERS is acting in a subcontractor relationship, the CLIENT will pay CHAMBERS within ten (10) days from receipt of payment from its client or within sixty (60) days whichever is earlier. In the event of a dispute over payment, CLIENT shall pay all undisputed amounts in accordance with this Agreement. CLIENT agrees to pay a service charge of one and one-half (1–1/2) percent per month, compounded monthly from the past due date of the invoice, on past due accounts, subject to any limitations imposed by applicable usury laws. Notwithstanding and in addition to the provisions of the paragraph entitled “Disputes” in the event that it becomes necessary for CHAMBERS to contract for collection services to obtain payment of amounts due under this Agreement, CHAMBERS shall be entitled to reasonable collection costs.

CLIENT’s default or delay in making timely payments relieves CHAMBERS from CHAMBERS’ obligations, if any, to: (i) provide payment to any lower-tiered subcontractors and suppliers; (ii) remove liens and stop notices if they occur; and (iii) indemnify the CLIENT for any payments he or she must make to lien claimants. In the event that CLIENT is entitled to and does settle any lien claim that arises in connection with the Project, CLIENT may recover from CHAMBERS no more than the amount actually expended by the CLIENT to settle the claim.

CHAMBERS has and will continue to use all reasonable care to assure that assumptions used to prepare estimates of price and schedule are realistic, but schedule and cost will necessarily change if the assumptions prove to be inaccurate as a result of unforeseen or unpredictable events. Chambers Group does not anticipate any challenges to a document it produces. In this unlikely event, Chambers Group assumes that it will be reimbursed by CLIENT for all costs internal and external that result. These costs are not included in the Project cost.

If at any time CHAMBERS or its officers or employees should be required or requested to prepare for or give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work, CLIENT agrees that such activities shall be deemed an approved change to the Scope of Work.

1.2 Performance of Services. CHAMBERS shall perform its Services in accordance with the standards of care and diligence customarily practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work, it is shown that there is an error in the Services as a result of CHAMBERS’ failure to perform the Services in accordance with the above standard, and CLIENT has notified CHAMBERS in writing of the error within such one year period, CHAMBERS shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work, as may be necessary to remedy such error and to conform the Services to the above stated standard.

CHAMBERS shall, for the protection of CLIENT, demand available warranties, indemnities and guarantees with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom CHAMBERS contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

Except as expressly stated above, CHAMBERS makes no other warranty, expressed or implied, concerning any materials or services furnished pursuant to this agreement.

1.3 Indemnity. CHAMBERS shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of a failure of CHAMBERS to: (a) comply in material respects with federal, state and local laws and regulations applicable to the Services; or (b) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of CHAMBERS, its employees, officers or agents while engaged in the performance of the Services.

1.4 Limitations. For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, CHAMBERS’ liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of CHAMBERS’ insurance, described in the Paragraph entitled “Insurance” below, plus CHAMBERS’ undertaking to correct errors, as stated in

the Paragraph entitled "Performance of Services," above.

CLIENT shall release, defend, indemnify and hold CHAMBERS and its employees, officers and agents harmless from and against any and all other claims, demands, losses and causes of action.

1.5 Insurance. Commencing with performance of the Services, and for the entire term of this Agreement, CHAMBERS shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverages:

Type and Limits

Workers' Compensation: Statutory Limits

Employer's Liability: \$1,000,000 per claim/\$2,000,000 aggregate

Commercial Liability Insurance: \$1,000,000 each occurrence/ 2,000,000 annual aggregate

Automobile liability: \$1,000,000 combined single limit

1.6 Changes. In the event CLIENT desires to make changes in the Services and so notifies CHAMBERS in writing, CHAMBERS will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work.

1.7 Termination. Either Party may, prior to completion and without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause; CHAMBERS shall be paid for Services performed to the date of termination plus non-cancelable commitments entered into prior to CHAMBERS' receipt of notice of termination, and actual, reasonable, termination costs.

1.8 Term. The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one-year terms unless terminated by either Party. Termination shall not affect the rights, obligations and remedies of the parties.

1.9 Disputes. Anything herein to the contrary notwithstanding, any claim, dispute or other matter in controversy (herein called "dispute"), whether based on contract, tort, statute, or other legal theory (including but not limited to any claim of fraud or misrepresentation), arising out of or related to the Agreement, or breach thereof, shall be settled according to the procedures set forth in this "Disputes" Paragraph exclusively; provided, however, that (1) either party may seek preliminary judicial relief if, in its judgment, such action is necessary to avoid irreparable damage during the pendency of such procedures; and (2) nothing in this "Disputes" paragraph shall prevent either party from exercising the rights of termination or suspension set forth in the paragraphs within this Agreement entitled "Invoicing and Payment" or "Termination." Despite such judicial relief, termination or suspension, the Parties shall continue to participate in good faith in the procedures set forth in the paragraph entitled "Disputes." All negotiations and mediations conducted under this paragraph will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

1.9.1 Notice. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business ("notice of dispute"). Within fifteen (15) days after delivery of the notice of dispute, the receiving Party shall submit to the other a written response. The notice and response shall include: (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within twenty (20) days after delivery of the notice of dispute, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

1.9.2 Mediation. If the dispute has not been resolved by direct negotiations within thirty (30) days of the disputing Party's notice, or if the Parties failed to meet within twenty (20) days, the Parties shall endeavor to settle the dispute by mediation in Orange County or Los Angeles, California according to California law regarding confidentiality of mediation procedures and other procedures set by the parties. If the parties are unable to agree upon mediation procedures within the same thirty- (30) day period, the mediation shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules in effect on the date of the notice of dispute to AAA. The costs of mediation shall be borne equally by the Parties.

1.9.2.1 Unless otherwise agreed in writing by the Parties, mediation will be commenced by notice of demand for mediation served by either Party upon the other in the same manner as otherwise provided for notice in this Agreement, and with the AAA within ten (10) days after the expiration of the period set forth in the subparagraph entitled "Mediation" above.

1.9.3 Arbitration. If the Parties have attempted in good faith to resolve the dispute by executive negotiations, mediation is initiated and the dispute remains unresolved thirty (30) days after mediation is initiated, or on whatever date the mediator sooner determines, or the Parties sooner agree in writing, that the dispute cannot be resolved by mediation, the dispute shall be settled by

arbitration in Orange County, California under the then current Commercial Rules of Arbitration (“Rules”) of the AAA, as supplemented or modified by this Agreement.

1.9.3.1 In the event that all or a portion of the dispute is the responsibility in whole or in part of a person or entity who is under no obligation to arbitrate such matter with the Parties in the same proceeding, the Parties shall delay or stay arbitration between them pending the determination, in a separate proceeding, of the responsibility and liability of such person or entity. Each Party agrees that any arbitration instituted by them under this subparagraph entitled “Arbitration,” may, at the election of the other Party, be consolidated with any other arbitration proceeding involving a common question of fact or law between the electing Party and any other persons or entities. In any dispute concerning the application of this subparagraph entitled “Arbitration,” the question of arbitrability shall be decided by the appropriate court and not by arbitration.

1.9.3.2 There shall be a single arbitrator appointed according to the Rules. If the Parties fail to select an arbitrator within ten (10) days after a demand for arbitration, AAA shall select the arbitrator. The arbitrator shall be neutral and must be knowledgeable in the subject matter of the dispute. The mediator who has served in that capacity under the Subparagraph entitled “Mediation” above shall not be eligible to serve as arbitrator.

1.9.3.3 In advance of the hearing, the arbitrator may compel the Parties to exchange a detailed statement of their claims, including the names and addresses of the witnesses and a brief description of the documents on which they intend to rely. The arbitrator may exclude from the hearing the introduction of any evidence or the testimony of any witness not disclosed to the other Party in advance as ordered by the arbitrator. The arbitrator may also permit the oral depositions of the Parties to be taken. However, there shall be no other pre-hearing discovery unless and then only to the extent that all Parties otherwise agree in writing.

1.9.3.4 Except for good cause, or in case of emergency, the arbitration hearing shall commence within thirty (30) days after the notice of demand for arbitration is given and shall, except for unusual and unanticipated circumstances, proceed during each business day thereafter until concluded.

1.9.3.5 The award may not grant any relief that could not be granted in court litigation to resolve the dispute under the law of the place governing the substance of the dispute. A monetary award may only be made for compensatory damages, and if any other damages (whether exemplary, punitive, consequential or other) are included, the award shall be vacated and remanded, or modified or corrected as appropriate to promote this damage limitation. The arbitrator shall award the prevailing party in the arbitration its reasonable attorneys’ fees and costs incurred in connection with the arbitration. Any Party who succeeds, by claim or counterclaim, in court proceedings to stay litigation or compel arbitration shall also be entitled to recover all costs incurred in connection with such proceedings, including attorneys’ fees to be awarded by the court. In addition, the arbitrator shall award the costs of administration by AAA as he or she may in his or her judgment decide.

1.9.3.6 Except as otherwise expressly provided in this subparagraph entitled “Arbitration,” the award rendered by the arbitrator shall be final and judgment may be entered upon it in any court having jurisdiction. However, within fifteen (15) days after the date of the arbitration award, either Party may request the arbitrator to correct clerical, typographical or computational errors in the award and to make an additional award as to claims presented in the arbitration proceedings but not dealt with in the award.

1.9.3.7 Either Party can appeal to the U.S. District Court for the Southern District of California, if such court has jurisdiction, and otherwise to any state court of record in California having jurisdiction, to vacate and remand, or modify or correct the arbitration award: (a) for any grounds specified in this subparagraph entitled “Arbitration”, or (b) if there is no substantial evidence to support the facts found in the arbitration award.

1.9.4 All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Paragraph entitled “Disputes” are pending. The Parties will take such action, if any, required to effectuate such tolling.

GENERAL PROVISIONS

2.0 Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the Parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement.

2.1 Use of Reports or Services. CHAMBERS’ opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without CHAMBERS’ prior written consent. Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

2.2 Execution and Counterparts; Assignment. This Agreement and any Scope of Work may be executed and delivered in two or more counterparts and by each Party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument. This Agreement may not be assigned by one Party

without the consent of the other.

2.3 Remedies, Choice of Law. Neither Party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the Parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either Party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the Parties' partners, joint venturers, licensors, insurers, and affiliates. CLIENT and CHAMBERS agree that any legal action with respect to the Services to be performed under this agreement shall be brought solely against the Parties, and not against affiliated companies, individual officers, employees or former employees of the Parties. This Agreement shall be governed by California law.

2.4 Confidentiality. CHAMBERS agrees to hold in confidence and not to use or disclose to any third party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work, and shall not apply to: (a) information in CHAMBERS' possession or known to CHAMBERS prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by CHAMBERS at no cost to CLIENT and without the use of CLIENT's confidential information; (c) information which is or becomes public knowledge through no fault of CHAMBERS; and (d) information which is or becomes available on an unrestricted basis from a third party which CHAMBERS has no reason to believe has an obligation of confidentiality.

2.5 Ownership of Records. The transfer of ownership of records, documents, plans, and other project related material will take place after the invoices are paid in full. Until then, the documents, etc. remain the property of CHAMBERS subject to paragraph 2.4, above, all reports, logs, field data, field notes, calculations, estimates and other documents prepared by CHAMBERS under this Agreement shall remain the property of CLIENT after receipt of final payment. CHAMBERS shall be entitled to maintain file copies, subject to CHAMBERS' confidentiality agreement set forth in paragraph 2.4 above. CLIENT shall not, except with CHAMBERS' prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of CHAMBERS in the course of the Services shall belong exclusively to CHAMBERS.

2.6 Force Majeure. Unless otherwise specified in this Agreement, CHAMBERS shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. CHAMBERS shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond CHAMBERS' reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, CHAMBERS shall be paid by CLIENT only for actual out-of-pocket costs occasioned by such delay, including standby costs, as a pre-authorized change in the Scope of Work.

2.7 Compliance. CHAMBERS agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

2.8 Information Obtained from Others. The parties agree that CHAMBERS will be supplied with certain information and/or data by CLIENT and/or others, and that CHAMBERS will rely on same. CHAMBERS shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work provides for verification by CHAMBERS.

2.9 Provision of Information. CLIENT shall immediately notify CHAMBERS in writing of any new data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services. CLIENT recognizes that new information may require revision of CHAMBERS' opinions or analyses.

2.10 Timely Review and Comment. CLIENT shall promptly review all documents, reports, data and recommendations submitted by CHAMBERS and shall communicate with CHAMBERS to avoid delay in the performance of the Services.

2.11 Headings and Construction. Article and paragraph headings do not affect meaning. Neither Party hereto nor shall its respective counsel be deemed the drafter of this Agreement. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party hereto.

2.12 Independent Contractor. CHAMBERS shall perform its Services as an independent contractor and not an employee or agent of CLIENT.

2.13 Notice. All notices and demands which any Party is required or desires to give to any other shall be given in writing by personal delivery or by express courier service or by certified mail, return receipt requested, to the address set forth in the Proposal or Scope of Work for the respective Party, to the attention of the respective designated representative. If any Party gives notice of a change of name or address, notices to that Party shall thereafter be given as demanded in that notice. All notices and demands given by personal delivery or by express overnight courier service shall be effective upon receipt at the address given in the Scope of Work for Notices; all notices given by mail shall be effective on the third business day after mailing to the receiving Party's representative.

2.14 Access. CLIENT warrants that it has or will obtain timely access for CHAMBERS to all necessary areas of the location and any other property necessary for the performance of the Services. Chambers assumes that, by receipt of notice to proceed, full access to the property will be provided by CLIENT, including keys to locked gates and advance notice to existing property tenants of our right of entry. Additional time and expense incurred by Chambers Group staff denied access to the property at the time prearranged for the field surveys will be billed separately to CLIENT on a time-and-materials basis.

2.15 Site Characteristics and Hazards. CLIENT will provide CHAMBERS with all relevant information available concerning the location which could affect the Services. CHAMBERS will use all reasonable care to minimize damage to the location and other properties, but has included only customary site cleanup in the Scope of Work.



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services

Subject: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO FEC ELECTRIC INC. FOR ELECTRICAL CONTRACT WORK FOR THE LA PUENTE DOG PARK IN THE AMOUNT OF \$87,330.58.

BACKGROUND/DISCUSSION

The La Puente Dog Park project at 16550 Old Valley Boulevard consists of several components managed under a multi-prime approach. Currently, several contracts have been awarded that consist of block wall work, fence and steel fabrication work, concrete work, and the playground. For efficient project management, electrical contract work for the dog park and its facilities are required at this stage. On October 28, 2025, the City Council authorized solicitation of bids for this component of the project.

The Request for Bids (Bid No. 25-590) included a detailed scope of work which generally included, but was not limited to the following:

1. General

- Provide all labor, materials, equipment, and incidentals required to complete the connection to each structure and listed lighting shown on final city approved plans and/or directed by the City.
- Work includes, but is not limited to, all wire pulls, pull boxes, lighting installations, connection to and installation of the switch gear, cooperation and coordination with SCE on the installation of the transformer.
- Contractor shall comply with all applicable **California Building Codes (CBC)** and City of La Puente Standards Specifications.

2. Site Preparation

- Verify all conduit locations that will be used.
- Verify termination locations.
- Protect existing utility stub-ups or utility boxes. Verify all box elevations to match slab height.

3. Testing & Quality Assurance

- Verify power voltages and all connections are weatherproof at all subpanels and lighting fixtures.

The Request for Bids (Bid No. 25-590) was advertised and published on October 31, 2025, and bid opening occurred on November 17, 2025, as noticed. A total of three (3) proposals were received with FEC Electric, Inc as the lowest bidder (see the table below).

BIDDER	TOTAL PRICE
FEC Electric, Inc.	\$87,330.58

GA Technical Services, Inc.	\$115,141.63
Amtek Construction	\$136,333.00

Upon verifying the contractor’s proposal, including confirming that the scope of work indicated in the proposal is accurate, the City determined that the proposal submitted by FEC Electrical, Inc. was adequate for award.

Based on the scope of work, the Project should take approximately thirty (30) calendar days to complete from issuance of a Notice to Proceed. It is anticipated that construction will begin in late December 2025 or early January 2026.

FISCAL IMPACT

The cost of construction for this project component is \$87,330.58. Funding to pay this project component is budgeted from Fiscal Year 2025-26 Capital Improvement Program Budget (Fund 283 – Measure A).

There is no impact to the City’s General Fund associated with this project.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to FEC Electric, Inc. in the amount of \$87,330.58; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

- A. Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
ELECTRICAL CONTRACT WORK
AT LA PUENTE DOG PARK
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 9th day of December 2025, by and between the City of La Puente, as AGENCY and FEC Electric, Inc. a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the

endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR

ELECTRICAL CONTRACT WORK at the LA PUENTE COMMUNITY DOG KENNEL/PARK

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that FEC Electric, Inc. _____ as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of Eighty-Seven Thousand Three Hundred Thirty Dollars and Fifty-Eight
Cents (\$87,330.58), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

SURETY: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR

ELECTRICAL CONTRACT WORK at the LA PUENTE COMMUNITY DOG KENNEL/PARK

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that FEC Electric, Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the Eighty-Seven Thousand Three Hundred Thirty Dollars and Fifty-Eight Cents (\$87,330.58), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services

Subject: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO JM UTILITY SERVICES FOR SEWER CONNECTIONS AND INSTALLATION OF THE STORMWATER SYSTEM FOR THE LA PUENTE DOG PARK IN THE AMOUNT OF \$192,548.43.

BACKGROUND/DISCUSSION

The La Puente Dog Park project at 16550 Old Valley Boulevard consists of several components managed under a multi-prime approach. Currently, several contracts have been awarded, including concrete work. This phase involves underground work such as connecting domestic water, sewer, and the installation of the stormwater system for the dog park, which needs to be completed prior to any concrete work. This phase was delayed when staff recommended rejection of bids due to inaccurate bid item quantities likely resulting in a single bid. The rejection of bids and request and authorization to solicit no bids for Bid No. 25-591 occurred at the October 28, 2025, City Council meeting.

The Request for Bids (Bid No. 25-591) included a detailed scope of work which generally included, but was not limited to the following:

- Trenching and connecting all buildings and facilities to the existing sewer system. • Provision and installation of all materials and sewer system components in accordance with the Construction Drawings and Bid Specifications.
- Installation and connection to an existing Los Angeles County sewer trunk line for the eastern-most bathroom facility and equipment wash area.
- Trench, backfill, compaction, and grading of all pipes and clean out installation locations.
- Potential sewer relocations or reroutes of previously installed sewer stub up and clean out locations to ensure proper functionality and efficiency for any future maintenance.
- Excavation and tap-in of the on-site stormwater drain line to be used by the stormwater collection system.
- Provision and installation of all stormwater collection components and materials, including but not limited to; drains and catch basins, piping, connections, clean outs, saddles, couplings, and other items necessary pursuant to the Construction Drawings and Bid Specifications.

The Request for Bids (Bid No. 25-591) was advertised and published on October 31, 2025, and bid opening occurred on November 17, 2025, as noticed. A total of two (2) proposals were received with JM Utility Services as the lowest bidder (see the table below).

BIDDER	TOTAL PRICE
JM Utility Services	\$192,548.43
AZA Construction	\$199,494.00

Upon verifying the contractor’s proposal, including confirming that the scope of work indicated in the proposal is accurate, the City determined that the proposal submitted by JM Utility Services was adequate for award.

Based on the scope of work, the Project should take approximately twenty (20) calendar days to complete from issuance of a Notice to Proceed. It is anticipated that construction will begin in early January 2026.

FISCAL IMPACT

The cost of construction for this project component is \$192,548.43. Funding to pay this project component is budgeted from Fiscal Year 2025-26 Capital Improvement Program Budget Fund 283 (Measure A) and Fund 500 (Sewer).

There is no impact to the City's General Fund associated with this project.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to JM Utility Services in the amount of \$192,548.43; and (2) authorize the City Manager to negotiate and execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

- A. Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
SEWER CONNECTIONS AND INSTALLATION OF THE STORMWATER SYSTEM
AT LA PUENTE DOG PARK
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 9th day of December 2025, by and between the City of La Puente, as AGENCY and JM Utility Services a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the

endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR

SEWER CONNECTIONS AND INSTALLATION OF THE STORMWATER SYSTEM
at the LA PUENTE COMMUNITY DOG KENNEL/PARK

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that JM Utility Services as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of One Hundred and Nine-Two Thousand Five Hundred Forty-Eight Dollars
and Forty-Three Cents (\$192,548.43), which is 100 percent of the total contract amount for the above-stated project, for the
payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR

SEWER CONNECTIONS AND INSTALLATION OF THE STORMWATER SYSTEM
at the LA PUENTE COMMUNITY DOG KENNEL/PARK

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that JM Utility Services, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the One Hundred and Nine-Two Thousand Five Hundred Forty-Eight Dollars and Forty-Three Cents (\$192,548.43), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services

Subject: CONSIDERATION OF REJECTION OF A BID RECEIVED FOR THE PUBLIC RESTROOM (BID NO. 25-589) FOR THE LA PUENTE COMMUNITY DOG PARK AT 16550 OLD VALLEY BOULEVARD

BACKGROUND/DISCUSSION

On October 28, 2025, the City Council approved the plans and specifications and authorized staff to solicit bids for prefabricated public restroom construction for the La Puente Community Dog Park at 16550 Old Valley Boulevard.

Bid No. 25-589 was properly advertised and noticed with a bid submittal deadline and bid opening date of November 17, 2025. On said date, the City received one (1) bid in the amount of \$298,821.00. Having received only one (1) bid, staff searched and obtained a quote for a public restroom with the same specifications at a lower cost available through a competitively bid contract by Sourcewell. Sourcewell is a public agency service cooperative that provides opportunities for members, including the City of La Puente, to purchase through nationally leveraged, competitively bid contracts.

FISCAL IMPACT

There is no fiscal impact associated with rejecting the sole bid received for this project, as no contract award or expenditure of funds would occur because of this action.

RECOMMENDATION

It is recommended that the City Council reject the sole bid received for Bid No. 25-589.

ATTACHMENTS

None



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services

Subject: CONSIDERATION OF APPROVAL OF EQUIPMENT PROCUREMENT AGREEMENT WITH PUBLIC RESTROOM COMPANY FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AT THE LA PUENTE COMMUNITY DOG PARK/KENNEL IN THE AMOUNT OF \$241,227

BACKGROUND/DISCUSSION

The construction and installation of the various components at the La Puente Community Dog Park/Kennel is currently underway with the kennel buildings and main office unit already in place. The purchase of a centralized public restroom is critical at this phase of the project, and its installation is needed prior to the park and kennel facility becoming operable. The timing of the purchase, delivery, and installation of the restroom is critical because it will be situated precisely between the children's playground, the primary dog park field, and the main office building.

Through national solicitations, Sourcewell Contractors provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. These contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts for the procurement of other components of the La Puente Dog Park and in other projects. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell. Staff is requesting authorization to purchase the public restroom facility with two (2) ADA compliant stalls and mechanical room with delivery and installation included.

On April 8, 2025, Sourcewell issued a Request for Proposals for Restroom and Shower Facility Solutions ("RFP #052725"); and on May 27, 2025, Public Restroom Company submitted a proposal and on July 7, 2025, Public Restroom Company was awarded Solicitation Contract #052725-PRM.

As a member of Sourcewell, Public Restroom Company provided the City with Proposal #13156-8/11/2025-1, dated December 5, 2025 for the purchase, delivery and installation of a prefabricated a restroom facility that will consist of two (2) ADA compliant stalls with a small mechanical room between them.

FISCAL IMPACT

The cost of this purchase is \$241,227. The funding for this purchase is anticipated to come from the Fiscal Year 2025-26 Capital Improvement Program budget Fund 283 (Measure A).

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Public Restroom Company for a park restroom and its delivery and installation at the La Puente Community Dog Park; (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

- A. Equipment Procurement Agreement with Exhibits

2025

EQUIPMENT PROCUREMENT AGREEMENT

(Procurement: Purchase and Installation of Park Restroom for La Puente Community Dog Park/Kennel)

(Parties: City of La Puente and Public Restroom Company)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025, by and between the CITY OF LA PUENTE, a municipal corporation (hereinafter, "City") and PUBLIC RESTROOM COMPANY (hereinafter, "Vendor"). For the purposes of this Agreement, City and Vendor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Vendor interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, the City requires the purchase and installation of a new park restroom at the La Puente Community Dog Park/Kennel; and

WHEREAS, per Section 2.20.090(e) (Exceptions to competitive bidding requirements) of Chapter 2.20 (Purchasing) of Title 2 (Administration) of the La Puente Municipal Code (hereinafter, "Section 2.20.090(e)"), states that the purchasing policy may be dispensed with when the Purchasing Officer identifies a cooperative competitive bidding procedure or a "piggyback" contract prepared by and processed through another local, state, or federal governmental agency or a cooperative purchasing entity set up by or utilized by such governments or public agencies, and where the piggyback contract has gone through the competitive bidding process of that entity. Under such circumstances, the City may join into an existing written purchase contract obtained within the last thirty-six (36) months; and

WHEREAS, on April 8, 2025, Sourcewell (hereinafter, "Sourcewell") issued a Request for Proposals ("Sourcewell RFP") for Restroom and Shower Facility Solutions ("RFP #052725"); and

WHEREAS, on May 27, 2025, Vendor submitted a proposal; and

WHEREAS, on July 7, 2025, Vendor was awarded a Solicitation Contract #052725-PRM (hereinafter "Sourcewell Contract"); and

WHEREAS, authorized under Section 2.20.090(e) of the La Puente Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself of the opportunity of purchase and installation of certain equipment and services that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the Sourcewell Contract; and

WHEREAS, the City as a public agency will be able to utilize Vendor's cooperative agreement with Sourcewell, to purchase directly from Vendor; and

WHEREAS, City desires to enter into an agreement with Vendor for the purchase and installation of a restroom facility, upon the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Vendor, agree as follows:

Section 1. DESCRIPTION OF MATERIALS AND SERVICES

- A. Subject to all the terms and conditions of this Agreement, Vendor agrees to sell and install a restroom facility as described in the Vendor's Quote #13156-8/11/2025-1 dated December 5, 2025 (hereinafter the "Quotation"), which is attached and incorporated hereto as **Exhibit "A"**. For purposes of this Agreement, the capitalized term "Equipment" shall refer to the purchase and installation of the restroom facility as listed in the Sourcewell RFP. The unit prices charged by Vendor to City for the Equipment listed in the Quotation shall be no greater than the unit prices charged to Sourcewell under the Sourcewell RFP. Except as otherwise provided herein, the Equipment shall, in all respects, meet the specifications for identical Equipment set forth under the Sourcewell RFP and shall be subject to all warranties set forth under the Sourcewell RFP and Sourcewell Contract (Collectively referred to as "Sourcewell Documents"). A true and correct copy of the Sourcewell Documents are attached and incorporated hereto as **Exhibit "B"**.
- B. Vendor's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Vendor to complete its delivery and installation at the location(s) specified by the City Representatives in a good workmanlike manner. Vendor shall not commence the delivery and installation of the Equipment until such time as City issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.
- C. Vendor shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. Vendor shall, among other things, be responsible for the delivery and installation of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment to the location(s) specified by the City representatives. City shall in no way be responsible for undertaking the delivery or installation of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Vendor's personnel with training, tools or equipment required to deliver the Equipment. The Equipment installation shall occur by February 28, 2026.

- D. The Equipment installation shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or is otherwise defective. The Equipment installation shall be considered accepted upon City's issuance of a written Notice of Acceptance, which shall not be unreasonably withheld or delayed. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of the Equipment which does not meet the required specifications or is defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by Vendor. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by Vendor or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. Vendor shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Vendor, at Vendor's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment installation as may be necessary to ensure that the Equipment installation is performed in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment installation is performed in accordance with the established specifications.
- E. City's acceptance of the Equipment installation shall be conditioned upon the final inspection by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment installation satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in the specifications of the Sourcewell RFP. City reserves the right to direct to replace, at no additional cost to City, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications.
- F. Coordinated Equipment will take place during the standard business hours.

Section 2. STANDARD OF CARE

- A. Vendor represents, acknowledges and agrees as follows:
1. Vendor shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the Vendor's field;
 2. Vendor shall perform all work in a manner reasonably satisfactory to the City;
 3. Vendor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 4. Vendor understands the nature and scope of the work to be performed

under this Agreement as well as any and all schedules of performance;

5. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and
6. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Vendor's acceptance of any work performed by or on Vendor's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Vendor, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and tasks contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

- A. City Representative. For the purposes of this Agreement, the Agreement administrator and City's representative shall be Abraham Tellez, Director of Development Services, or his designee (hereinafter, the "City Representative"). It shall be Vendor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services and Vendor shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.
- B. Vendor Representative. For the purposes of this Agreement, Charles, E. Kaufman IV, President, is hereby designated as the principal and representative of Vendor authorized to act on its behalf with respect to Vendor's performance under this Agreement and to make all decisions in connection therewith (the "Vendor Representative"). Notice to the Vendor Representative shall be written to constitute notice to Vendor.

Section 4. VENDOR'S PERSONNEL

- A. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by

applicable law to perform such services.

- B. Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned to perform services pursuant to this Agreement, Vendor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- D. Vendor shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., Vendor and any subcontractor under Vendor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Vendor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the Secretary, which copies shall be made available to any interested party on request.
- F. Permits and Licenses. Vendor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 5. INSTRUCTION ON MAINTENANCE

City's personnel in coordination with Vendor's personnel shall have a period of thirty (30) calendar days from the date the Equipment is delivered and installed to run performance tests of the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and is functioning properly. Vendor, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance and upkeep of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Sourcewell RFP. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions, circumstances or other factors which make the City unwilling to accept the Equipment installation shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

Vendor shall extend to City all such warranties for the Equipment provided to Sourcewell under the Sourcewell RFP and Sourcewell Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section C of the Sourcewell RFP.

Section 7. COMPENSATION

- A. Compensation for Surfacing. Vendor shall sell, deliver and install the Equipment as referenced in the Quotation at unit pricing that is no greater than the unit pricing provided to Sourcewell for identical services under the Sourcewell Documents. The foregoing notwithstanding, in no event may Vendor's total aggregate compensation for the sale, delivery and installation of the Equipment exceed the aggregate sum of **TWO HUNDRED FORTY-ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$241,227)** (hereinafter, the "Not-to-Exceed Amount").

Section 8. SURETY BOND

- A. Performance Bond. Vendor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total Not-to-Exceed Sum. The Performance Bond shall be in a form approved by City. No payment shall be made to Vendor until the Performance Bond has been received and approved by the City or the requirement for the Performance Bond has been waived.
- B. Labor and Materials Bond. Vendor shall execute and provide to City concurrently with this Agreement a Labor and Materials Bond in the amount of the Not-to-Exceed Sum. The Labor and Materials Bond shall be in a form approved by City. No payment shall be made to Vendor until the Labor and Materials Bond has been received and approved by the City.

Section 9. PROHIBITED INTERESTS

Vendor warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, 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 absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, 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.

Section 10. INDEPENDENT CONTRACTOR

Vendor will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Vendor.

Section 11. RECORDS AND INSPECTION

Vendor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. City shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 12. CONFLICTS OF INTEREST

Vendor hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Vendor hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Vendor agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 13. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded the Sourcewell, Sourcewell's officials, commissioners, officers, agents, employees and volunteers.

Section 14. INSURANCE

Vendor shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section 22 of the Sourcewell Contract.

Section 15. MUTUAL COOPERATION

- A. City shall provide all pertinent data, documents and other requested information as is reasonably available for the proper performance of Vendor services.

- B. In the event any claim or action is brought against City relating to Vendor performance in connection with this Agreement, Vendor shall render any reasonable assistance that City may require.

Section 16. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may immediately terminate this Agreement for convenience and without cause. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Vendor may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, Vendor shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 16(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) Vendor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Vendor's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Vendor, whether voluntary or involuntary; (iv) Vendor's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.
- C. Vendor shall cure the following Events of Defaults within the following time periods:
 - 1. Within ten (10) calendar days of City's issuance of a Default Notice for any

failure to timely provide City or its agents with any information and/or written reports, documentation or work product which Vendor is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Vendor may submit a written request for additional time to cure the Event of Default upon a showing that it has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or

2. Within fifteen (15) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Surfacing specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within forty-five (45) calendar days of Vendor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of Vendor's Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Vendor's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Vendor's cure of any Event of Default by giving written notice of City's intent to suspend Vendor's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Vendor shall be compensated only for those services and tasks which have been rendered

by to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.

- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - 1. Upon written notice to Vendor, the City may immediately terminate this Agreement in whole or in part;
 - 2. Upon written notice to Vendor, the City may extend the time of performance;
 - 3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Vendor's breach of the Agreement, obtain specific performance from Vendor or to terminate the Agreement; or
 - 4. The City may exercise any other available and lawful right or remedy.
- H. In the event City is in breach of this Agreement, Vendor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Vendor be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.
- I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 17. FORCE MAJEURE

Vendor shall not be liable for any failure to perform if presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Vendor. In the event that a FORCE MAJEURE event materially increases the Vendor's costs of performance hereunder then City shall make an equitable contribution to all such increased costs of performance to the extent that

such costs are not covered by Vendor's insurances.

Section 18. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Vendor and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of La Puente
15900 Main Street
La Puente, CA 91744
Attn: Abraham Tellez, Director of
Development Services

If to VENDOR:

Public Restroom Company
2587 Business Parkway
Minden NV, 89423
Attn: Charles E. Kaufman IV, President
Phone: 888-888-1448

Section 19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Section 20. PROHIBITION AGAINST ASSIGNMENT

Vendor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Vendor.

Section 21. ATTORNEY FEES

In the event that City or Vendor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and

provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Vendor with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Vendor.

Section 23. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Section 26. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 27. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 28. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 29. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF LA PUENTE

PUBLIC RESTROOM COMPANY

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Susie Altamirano, City Attorney

EXHIBIT "A"
QUOTATION

Price Proposal: K9 Training Center and Dog Park
Location: La Puente, CA
Date: 12.05.2025
Reference: 13156-8/11/2025-1
Sourcwell: Contract 052725-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 201,799

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 36,568 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 238,367

- a. **Payment and Performance bonds 1.2% @ \$ 2,860**
- b. **Total with payment and performance bonds @ \$ 241,227**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.



Offered by: Public Restroom Company by _____

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

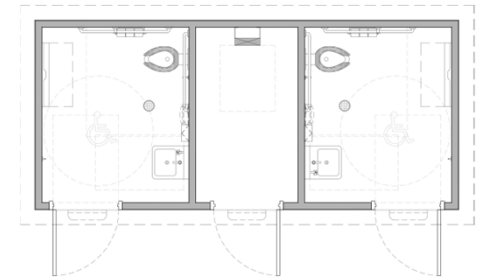
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

K9 TRAINING CENTER & DOG PARK RESTROOM BUILDING



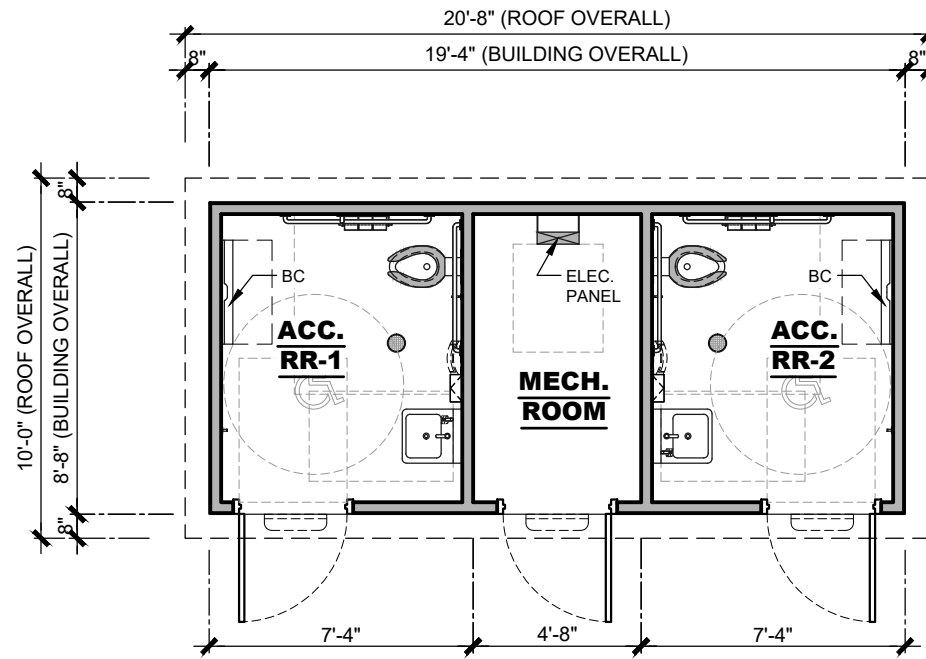
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA, 89423
P: 888-888-2060 F: 888-888-1448

ATTACHMENT B

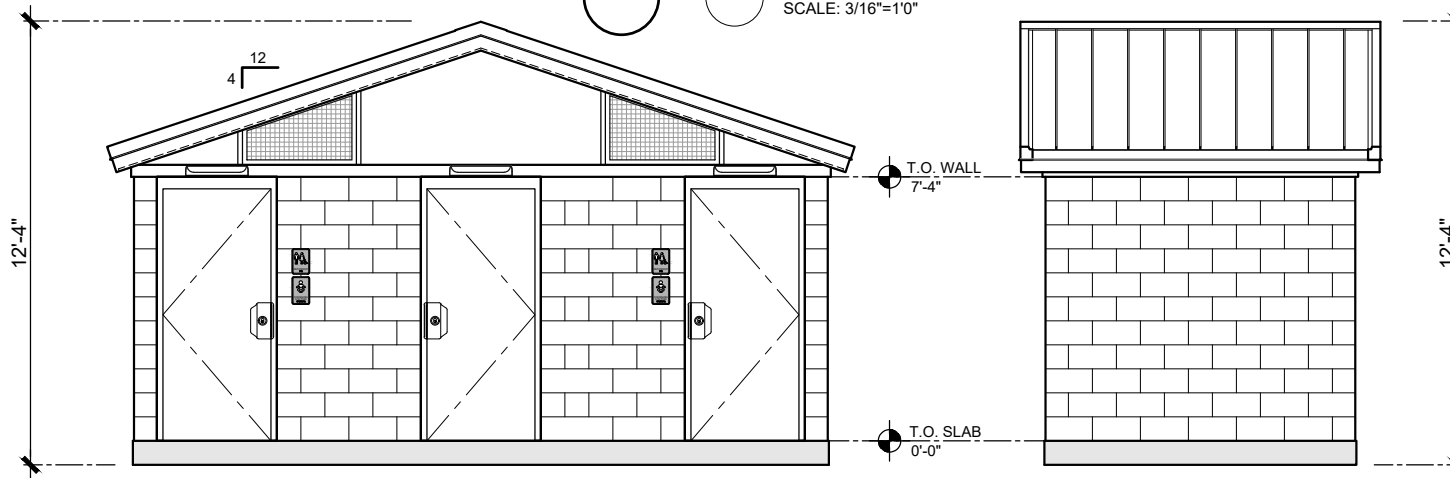
LA FUENTE,
CALIFORNIA
RESTROOM
BUILDING

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OTHERS EXCEPT AS
AUTHORIZED BY THE
WRITTEN PERMISSION
OF PUBLIC RESTROOM
COMPANY.



FLOOR PLAN

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"

ELEVATION 2

SCALE: 3/16"=1'-0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT


 <p>PUBLIC RESTROOM COMPANY Building Better Places To Go.™</p>	<p><small>COPYRIGHT 2025, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small></p>	<p>BUILDING TYPE: RESTROOM BUILDING</p>	<p>REVISION # 1</p>	<p>REVISION DATE: 8/11/2025</p>	<p>SHEET# A-1</p>
		<p>PROJECT: K9 TRAINING CENTER & DOG PARK LA PUENTE, CA</p>	<p>PROJECT #: 13156</p>	<p>DRAWN BY: EOR</p>	<p>START DATE: 7/1/2025</p>

EXHIBIT "B"
SOURCEWELL DOCUMENTS



RFP #052725
REQUEST FOR PROPOSALS
for
Restroom and Shower Facility Solutions

Proposal Due Date: May 27, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facilities Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 27, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	April 8, 2025
Pre-proposal Conference:	May 14, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	May 19, 2025, 4:30 p.m., Central Time
Proposal Due Date:	May 27, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	May 27, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Restroom and Shower Facility Solutions, including prefabricated, permanent, portable, trailer-mounted, or towable:

- a. Flush, waterless (vault), or compostable toilets and restrooms;
- b. Showers and changing rooms;
- c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
- d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
- e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions.

The primary focus of this solicitation is on Restroom and Shower Facility Solutions. A Proposer whose primary offerings fall within subsections 1. a. - c. above, may include an offering of structures, facilities, and related equipment, accessories, and services ancillary or complementary to the equipment, products, or services being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Trailers with Related Equipment, Accessories, and Services (RFP #092922), with the exception of purpose-built restroom, shower, or changing room trailers or towables;
- b. Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services (RFP #012621);
- c. Pre-Engineered Buildings with Related Materials and Services (RFP #110822);
- d. Fabric Structures with Related Materials and Services (RFP #071223); and,
- e. Rental Equipment, Products, and Related Services (RFP #040924).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves

the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer’s documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer’s published “List Price,” as well as the “Master Agreement Price.”
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer’s not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity’s location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the master agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation

opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of

proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.



5/15/2025

Addendum No. 1

Solicitation Number: RFP 052725

Solicitation Name: Restroom and Shower Facility Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 8A: Line 77 asks: If the answer to Line #74 above is Yes, describe in detail the following elements (Lines #76-78) of installation services. However Line 74 is for the description of solutions. My assumption is that the question in Line 77 should read: If the answer to Line #76 above is Yes, describe in detail the following elements (Lines #77-80) of installation services. Is this assumption correct?

Answer 1:

That is correct.

End of Addendum

Acknowledgement of this Addendum to RFP 052725, posted to the Sourcewell Procurement Portal on 5/15/2025, is required at the time of proposal submittal.



5/19/2025

Addendum No. 2

Solicitation Number: RFP 052725

Solicitation Name: Restroom and Shower Facility Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Hello, I am reaching out to see if we could please request an extension on the question and submission deadline for this request. I am requesting an extension to May 21st and then an extension to the submission deadline to May 30th.

Answer 1:

With the availability of the Sourcewell Procurement Portal allowing for 24/7 remote access, extensions are not typically approved or deemed necessary. Sourcewell is not planning on extending the date of the question period or the due date.

End of Addendum

Acknowledgement of this Addendum to RFP 052725, posted to the Sourcewell Procurement Portal on 5/19/2025, is required at the time of proposal submittal.



MASTER AGREEMENT #052725
CATEGORY: Restroom and Shower Facilities Solutions
SUPPLIER: Public Restroom Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #052725 to Participating Entities. In Scope solutions include: Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:
- a. Flush, waterless (vault), or compostable toilets and restrooms;
 - b. Showers and changing rooms;
 - c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
 - d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
 - e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

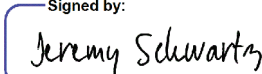
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Public Restroom Company

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 4:43 PM CDT

DocuSigned by:

 AF301468BCF2492...
 By: _____
 Katie Sherin
 Title: Chief Operating Officer (COO)
 Date: 7/7/2025 | 2:09 PM PDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Public Restroom Company
2587 Business Parkway
Address: Minden, NV 89423
Contact: Katie Sherin
Email: katie@publicrestroomcompany.com
Phone: 888-888-2060 120
Fax: 888-888-1448
HST#:

Submission Details

Created On: Tuesday April 08, 2025 15:10:58
Submitted On: Tuesday May 27, 2025 16:13:28
Submitted By: Kristyn Young
Email: kristyn@publicrestroomcompany.com
Transaction #: 081415e8-cdda-4340-92e4-195529df0247
Submitter's IP Address: 147.243.131.112

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Public Restroom Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Not applicable (N/A), Public Restroom Company is the only responsible entity for offering and delivering Solutions proposed for this RFP.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	E2XWWZLP38J6
5	Provide your NAICS code applicable to Solutions proposed.	332311 (Fabricated Metal Product Manufacturing)
6	Proposer Physical Address:	2587 Business Parkway / Minden, NV 89423
7	Proposer website address (or addresses):	www.publicrestroomcompany.com / www.publicrestroom.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Katie Sherin Chief Operating Officer (COO), 2587 Business Parkway / Minden, NV 89423 katie@publicrestroomcompany.com 888.888.2060 ext 120
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kristyn Young Director of Marketing & Planning, 2587 Business Parkway / Minden, NV 89423 kristyn@publicrestroomcompany.com 888.888.2060 ext 135
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Kaufman President, 2587 Business Parkway / Minden, NV 89423 chad@publicrestroomcompany.com 888.888.2060 ext 109 Steve Spensky Director of Sales Administration, 2587 Business Parkway / Minden, NV 89423 steves@publicrestroomcompany.com 888.888.2060 ext 131

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Public Restroom Company (PRC) is a design, build, and installation firm of prefabricated restrooms and related buildings for parks and public spaces. Our buildings are manufactured using a modular construction method, which allows us to add-on space and modify any floor plan to include showers, locker rooms, concessions, storage, offices, mechanical rooms, or whatever kind of space is needed. Our prefabricated solutions are not limited to restrooms and include a variety of standalone buildings, including both showers and locker rooms. Our goal is to build architecturally pleasing, safer, cleaner, vandal resistant, and longer lasting public restrooms for communities throughout the US.</p> <p>PRC was founded in 2002 by Chuck Kaufman, a true pioneer and front-runner in the prefab restroom industry. Prior to starting PRC, he co-founded Restroom Facilities in 1976, which was in the same line of business and manufacturing methods as PRC. This helped setup Public Restroom Company for future success due to his extensive knowledge of the prefab, modular construction process. He was always looking to develop innovative ways to build better restrooms and he did exactly that. One of his most notable contributions was developing a proprietary concrete additive that make PRC buildings' concrete floors water resistant and non-staining, with the added benefit of reducing odors.</p> <p>PRC started with just flush restrooms and waterless "vault" style restrooms, but quickly grew into manufacturing other types of buildings that were needed by parks and government agencies – concessions, offices, showers, storage, etc. With an extensive design library, PRC is truly a customer-focused building manufacturer that will customize any floor plan to meet the needs of the customer. All our buildings are code-compliant and aim to match existing landscape and architecture of the surrounding location.</p> <p>Today, PRC is still a family-owned and managed business by Chad Kaufman (President) and Katie Kaufman-Sherin (COO), who took control in 2019 after their father and PRC Founder, Chuck Kaufman, passed. After working most of their professional adult lives for the company, it was the perfect team to transition to and lead the company into a new chapter. Over the last five years, the brother-sister leadership team have taken the company to new heights and sales goals that the company has never seen before.</p> <p>For over twenty plus years, Public Restroom Company has introduced new design ideas to help reduce vandalism, continually improve the quality of components installed in each building until they were the best in the market, and developed a proprietary concrete additive that makes our buildings' concrete floors and walls water resistant, non-staining, and odor-free. We strive to build the quality and workmanship in our prefab buildings, which is why we offer with confidence an industry leading warranty of 20-years structural and 5-years for parts.</p> <p>In 2023, PRC's leadership team started a refresh of our company's brand and culture, which entailed creating a new mission statement and core values that reflect our current company and where we are headed.</p> <p>VISION: To improve communities by delivering better places to go.</p> <p>MISSION STATEMENT: Our mission is to design and build custom, innovative, and high-quality prefabricated buildings to deliver peace of mind and enrich communities.</p> <p>Our leadership team came up with the following four (4) core values that we refer to as "The (4) P's of PRC." The goal is to have every employee embody this way of thinking in their daily work, as we have these posted throughout all PRC offices and facilities.</p> <p>PASSION – We take pride in everything we do.</p> <p>PROACTIVE – We ask questions and seek solutions.</p> <p>PARTNERSHIP – We value long-term relationships through teamwork.</p> <p>PROBLEM SOLVER – We identify problems before they become a problem.</p>
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12	<p>What are your company's expectations in the event of an award?</p>	<p>Public Restroom Company will continue to promote Sourcewell as a purchasing method to both new and existing customers, especially to those that must go through the public bid process. Since landing our first contract in 2021, we have incorporated the Sourcewell logo into our marketing materials and print ads, display the Sourcewell flags at all Trade Shows, in addition to calling to attention Sourcewell as a purchasing mechanism to customers during the initial sales call and any follow-up conversations. We will continue to have a dedicated Procurement webpage on our website to Procurement that highlights Sourcewell, while offering downloadable informational PDFs on how to sign-up with Sourcewell in addition to an overview of how Sourcewell works. PRC also includes on the bottom of each email communication that goes to our database, a paragraph on purchasing methods and include the Sourcewell Logo and current Contract #.</p> <p>PRC has demonstrated great success in growing our customer base that uses Sourcewell for procurement each year since we were initially awarded contract in 2021. In our first full year (2022), we sold 15 projects through Sourcewell, and each year since then have more that doubled that number with an average of ~40 projects each year (2023, 2024). In total since 2021, we have had 121 projects purchased through the Sourcewell channel in twenty-one different states. Looking forward, we plan to grow those numbers by adding new states, focusing on Texas, and with other return customers that haven't purchased through Sourcewell before.</p> <p>In the last 3 fiscal years, Sourcewell purchases have accounted for 28% of PRC's total annual sales. If awarded a contract, our goal is to grow that number to more than one-third (33% +) of total annual sales in the coming years.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Please review the PRC Financials attachment for detailed information.</p> <p>In a brief summary, PRC has grown significantly in terms of overall sales, financial capabilities, and manufacturing productivity. At the time of the last RFP, PRC's previous 3-year average was \$22.5 million in annual sales (FY '19 - FY '21). Looking at average annual sales for just the last three years (FY '22 - FY '24), we have grown to \$42.6 million in average annual sales. Nearly doubling our total sales volume with a 90% increase.</p> <p>In terms of production, we increased a total of 23% from a previous 3-year average of 150 mods per year (FY '19 - FY '21) to a new 3-year average of 185 mods per year (FY '22 - FY '24). This equates to an overall increase of 35 additional buildings mods per year which is quite significant, given no additional production facilities have been added yet.</p> <p>For informational purposes, a building can comprised of one to several mods, so we use that as a standard metric to gauge our manufacturing team's productivity instead of the total number of projects.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Market share in the United States (US) is tough to gauge, as no standardized reporting for prefabricated restrooms and other public buildings exists since it's somewhat a niche market.</p> <p>Based on the significant growth PRC has experienced since 2021 and previous sales data compared to competitors, we believe the total market size to have grown to around \$250M in annual sales for both flush and compostable (vault) restroom solutions. PRC estimates its current US market share to be around ~20% of the total market.</p> <p>Based on data provided from Sourcewell for the current RFP #081721, PRC accounted for 25% of all sales under the Restroom & Shower Facility Solutions contract from 2021 through 2023.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>None - 0% at this time. PRC currently does not sell to Canada due to regulations related to trucking and shipment size requirements. Each building mod must be delivered by truck and careful planning must take place to secure oversized permits (often) and selecting a route that avoids obstacles and narrow clearances. This becomes quite challenging unfortunately when crossing the border from the US into Canada.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>No current or previous bankruptcy proceedings.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>	<p>Public Restroom Company (PRC) is best described as a manufacturer of prefabricated restrooms and related buildings for parks and public spaces. We are a design, build, and installation firm—providing both design and installation services, in addition to manufacturing the building to provide a complete, turnkey solution to the customer.</p> <p>PRC is not a distributor/dealer/reseller.</p> <p>To answer question (B), our sales force, design, and project management teams are all PRC Employees—both in-house and full-time. We also have our own fleet field vehicles and trained field installation teams. We do not currently have third-party sales team members nor distributors. We do this as a quality control measure to ensure our customers are receiving the highest level of service, while ensuring our building warranty.</p>
18	<p>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.</p>	<p>Licenses for modular construction are specific to the applicable states and their own requirements. Some state have plan-approval and inspection requirements, while others require local Certified Building Officials (CBOs) to certify the construction at a local level. CBOs play a crucial role in ensuring that construction projects comply with relevant local and state codes and standards, thus protecting public safety and ensuring the structural integrity of buildings.</p> <p>Public Restroom Company (PRC) partners with a national third-party engineering firm, Intertek (https://www.intertek.com/construction-engineering/). Intertek holds licenses from each State holding a modular program of plan review and inspection, while providing each state modular building agency engineering certification of compliance with all applicable codes related to the building.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None to report.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>In the past 5 years, Public Restroom Company has received a few industry related awards in addition to awards related to company culture and human resources.</p> <p>Modular Building Institute - 2024 1st Place Winner, Awards of Distinction Category: "Permanent Modular Special Application" Project: Willow Grove Park Restroom in San Diego, CA https://www.modular.org/willow-grove-park-restroom-concession/</p> <p>Modular Building Institute - 2023 Honorable Mention (2nd), Awards of Distinction Category: "Permanent Modular Special Application Under 10,000 Sq Ft" Project: Fort Independence Campground in Independence, CA https://www.modular.org/awards-fort-independence-campground/</p> <p>The Modular Building Institute's Awards of Distinction represent some of the highest honors awarded in the modular construction industry. Modular building companies self-nominate, while winners are chosen by an independent panel of industry experts and presented at World of Modular, MBI's annual convention and tradeshow.</p> <p>In 2021, PRC was a top ten finalist in Cintas "America's Best Restroom Contest" for our Craycraft Park Restroom located in Mission Viejo, CA.</p> <p>In addition to these national honors in the modular industry, PRC has won and been a finalist in several local awards related to company culture and best employment practices:</p> <p>2024 - Best Places to Work Northern Nevada, 2nd Place 2021 & 2025 - Best Places to Work Northern Nevada, Finalist 2024 & 2025 - Best Place for Working Parents Award</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Looking at the last three years (FY2022 - FY2024) combined, 89.4% of all PRC sales can be attributed to the governmental sector. This was 294 projects out of 329 total projects. Combined with Education sector it accounts for 91% of PRC's total sales in last 3 years.</p> <p>2022: 93.2% of total sales came from the governmental sector 2023: 89.1% 2024: 87.4%</p>

22	What percentage of your sales are to the education sector in the past three years?	<p>Looking at the last three years (FY2022 - FY2024) combined, 1.8% can be attributed to the education sector. This was 6 projects out of 329 total projects. Combined with the Governmental sector it accounts for 91% of PRC's total sales in last 3 years.</p> <p>2022: 1.4% of total sales came from the education sector 2023: 1.5% 2024: 2.5%</p>
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>The only cooperative purchasing agreement held by Public Restroom Company outside of Sourcwell is the BuyBoard National Purchasing Cooperative, based in Texas. Since Texas is one of PRC's top five states for all time sales, we have held this contract to better serve the public sector in this market several years prior to landing the Sourcwell Contract in 2021.</p> <p>For the last three years (FY2022 - FY2024), National BuyBoard Sales have been as follows:</p> <p>FY 2022: \$3.6M FY 2023: \$1.5M FY 2024: \$2.3M</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>None and we are not actively pursuing any GSA or SOSA contracts. Our goal is to keep things simple and prioritize our contract with Sourcwell if renewed.</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, CA	Dennis Day (dday@cityofsacramento.org)	(916) 808-7633
City of Fremont, CA	Martha Martinez (mamartinez@fremont.gov)	(510) 494-4750
City of Blue Springs, MO	Dennis Dovel (ddovel@bluespringsgov.com)	(816) 228-0265
City of Harrisonburg, VA	Matt Muterspaugh (matt.muterspaugh@harrisonburgva.gov)	(540) 607-8050
City of San Diego, CA (*PRC's largest customer to date)	Andy Field (afield@sandiego.gov)	(619) 533-6724

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
26	Sales force.	<p>Public Restroom Company's (PRC) sales force is comprised of three (3) in-house dedicated and experienced Sales Managers that cover the entirety of the US under the direction of the President, Chad Kaufman. Each Sales Manager is responsible for both new sales and servicing customers within their designated territory, in addition to attending all regional and state trade shows within that territory. They are also responsible for developing fostering relationships with both the public sector and landscape/engineering firms to continue generating long-term business and solid partnerships, one of our company's core values. The entire PRC sales force has worked for the company since 2021 with our longest tenured Sales Manager since 2014.</p> <p>The sales team is supported by (3) full-time, in-house roles including: the Director of Sales Administration, Sales Coordinator, and Pre-Construction Coordinator. These roles assist with pricing, generating proposals, and auditing all project questionnaires and design requests to ensure accuracy and compliancy.</p> <p>Please reference the PRC Sales Territory Map in the attachments section to see territory breakdown by rep.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	PRC does not have a dealer network or authorized sellers. Sourcewell members work directly with us and offered direct from factory pricing.	*
28	Service force.	<p>Public Restroom Company's (PRC) customer service component is a combination of two departments: Sales and Project Management. Installation and any post-install warranty work would be handled by PRC's in-house field teams.</p> <p>For customer service, the initial point-of-contact will always be the respective Sales Manager. The Sales department is responsible for understanding the customer's needs and communicating all project details to our Design & Project Management teams. After the contract is signed, the project will be assigned a dedicated Project Manager that will be responsible for: coordinate all submittals, purchasing requests, design changes, report on manufacturing and delivery timelines, and keep the customer in constant communication through the project and updated on timelines. This support team will be available up through final installation. Post-install, PRC Sales Managers will follow-up with the customer to ensure satisfaction and answer any additional questions.</p> <p>For Installation services, we have twelve (12) dedicated, experienced in-house field installers that cover the entire US.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	<p>The ordering process begins with the Sales Manager, the same point of contact for the customer since the initial project discovery call. At this point, renderings and floor plans have been provided and all final fixtures/finishes have been selected for the building for accurate pricing. There are not outside distributors or dealers that sell our solutions, all sales are handled by Public Restroom Company directly.</p> <p>Our proposals will be sent to the customer and outline the cost of the building and cost of shipping and installation to the site. Once the customer approves the drawings and signs the proposal, the project will be scheduled for production and delivery and handed over to the project management team up until install.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Public Restroom Company prides itself in having excellent customer service, please see actual customer reviews at the end of the Financial & Stability PDF attached. We take care of our customers by responding to any questions or issues within 24 hours during normal business hours. All inquiries received on the weekend will be addressed the following Monday.</p> <p>To troubleshoot smaller problems, we often assist customers by phone video with the appropriate person from PRC's Factory. If it is a warranty issue, we will send an in-house specialist (ex. Electrician to perform electrical work) to the site for repair at no cost to the customer.</p> <p>We are actively working on building an internal video library of "How To's" for basic building processes and winterization to provide ongoing support to our customers.</p> <p>In house PRC Policies:</p> <ul style="list-style-type: none"> - Respond to all info@ email inquiries within 24 Hours. - All new project inquiries should be responded to within 48 hours. - All initial renderings and drawings to client within 2 weeks of request or sooner. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are able and willing to provide our solutions to all Sourcewell participating entities within the US with the exception of three (3) states: Ohio, Kentucky, and New Jersey. Due to current state labor restrictions and laws within those states related to our manufacturing process, we have chosen not to service these states at this time.</p> <p>If for some reason their state laws change, we will reevaluate and add them back into our service area.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We do not currently work in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Due to state labor restrictions and laws related to our manufacturing process, we service all states within the United States with the exception of the following states: Ohio, Kentucky, and New Jersey.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have full access to our Solutions, there are no "account types" that we would exclude from purchasing.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No requirements or restrictions apply to any participating entity located in Hawaii, Alaska, and other US Territories. The only variability that exists is the expense of logistics and installation fees (crane operator, ocean freight, and labor). These costs are always a separate expense from the building itself due to the variability based on location and building size.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	<p>Once the project is ready for install, our PRC in-house field teams will travel to the project site and prep all the underground connections for the building and complete final preparations for the building pad. For most projects, the installation process takes 3 days for site work, inspections, and day of building install with the crane operator. For complex buildings or more than 3 mods, the installation process can take up to 4-5 days. All of the logistics and third-party crane operator will be managed and scheduled entirely by PRC. Please see PRC's standard contract for specific installation details, day by day.</p> <p>In terms of the order process, delivery date will be an estimated date based upon current production times. PRC will provide a "Drop-Dead" date that is mutually agreed upon with the Customer.</p>
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>38</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Public Restroom Company's marketing strategy to promote Sourcewell along with our solutions is comprised of the following areas: communicated by mouth via the PRC's Sales Team, trade show displays, PRC website, print advertising, email communications, social media, and select marketing collateral.</p> <p>TRADE SHOWS</p> <p>A large portion of our annual marketing spend is dedicated to trade shows on both a national and regional level. In 2024 alone, our Sales Team exhibited at twenty-four (24) trade shows—an average of 2 shows per month. We feel trade shows are still one of best mechanisms to get in front of the right decision makers and give them a better understanding of the solutions we can offer them—whether they be a Parks & Recreation Director or a Landscape Architect working on a new public works project. At every show we exhibit at, we display the Sourcewell flag on our table next to our marketing collateral.</p> <p>In alignment with Sourcewell's target market, our primary market is also the public sector with a focus on Parks & Recreation. attending the Parks & Recreation trade shows on a both a national and regional level for the following fourteen states: Alabama, Arizona, California, Florida, Indiana, Illinois, Missouri, Nevada, North Carolina, Oregon, Texas, Tennessee, Virginia, and Washington. The national trade show for Parks & Recreation decision makers is NRPA, National Parks and Recreation Association. This is one of two trade shows that we actually ship and display a restroom building at the show. By showcasing an actual building, attendees can walk-through and see the quality of our buildings and better understand how a prefab, turnkey building looks upon delivery.</p> <p>Our secondary focus with trade shows is to foster and build new partnerships with the Landscape Architect community. We do this by attending three trade shows dedicated solely to architects, ASLA – Association of Landscape Architects, in addition regional ASLA shows in Tennessee and Texas. Building a solid ground with Landscape Architecture firms helps funnel us projects that are being managed by outside design teams.</p> <p>Lastly, we have sponsored and exhibited at some more intimate events for the public sector: National Association of State Park Directors (NASPD), Parks & Recreation Summit (PRS), and the Director's Summit—an application-based annual retreat for around 50-60 Parks & Rec Directors around the county.</p> <p>ADVERTISING</p> <p>In terms of advertising we primarily focus on two sectors, the public sector and landscape architects. In PRC's print ads, our focus is to always showcase the aesthetics of our buildings with supporting copy highlighting easy maintenance, vandal resistant, ADA compliant, and customization.</p> <p>Within the governmental sector, our focus is primarily on the Parks & Recreation departments and Public Works departments. With that, PRC runs both print and digital placements in the following publications: Recreation Management (RM), Parks & Recreation Business (PRB), National Recreation & Parks Association Magazine (NRPA), California Recreations & Parks Magazine (CPRS), and Texas Recreation & Park Society Magazine (TRAPS).</p> <p>For Landscape Architects, we run print advertisements in the following publications, Landscape Architect Magazine (LAM) and Landscape Architect – the two primary magazines read by this target market.</p> <p>To promote the Sourcewell contract specifically, in every print ad that we have run since 2021, we always feature the Sourcewell logo in the corner of the ad. Please see Marketing Attachment for print ad examples.</p> <p>In terms of digital advertising, we run a continuous schedule of paid search ads through Google and Bing (Pay Per Click / PPC Ads) using search terms that our web visitors use most often, insight that has been gained through Google Analytics and Lead Forensics.</p> <p>Since our Director of Marketing started with us in 2020, PRC has been a routine contributor to editorial content written by the magazines – see sample of articles from Recreation Management in the Marketing Attachment.</p> <p>WEBSITE</p> <p>For our website, we promote Sourcewell on our Procurement page. This page includes a brief overview of what a cooperative purchasing agreement is and downloadable guides provided by Sourcewell to help the customer. This webpage links back to Sourcewell's website as well, to provide the customer with the full contract details and how to become a member. (https://publicrestroomcompany.com/procurement/) See the Marketing Attachment for visual of this webpage.</p>
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39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>For social media, Public Restroom Company utilizes Facebook, Instagram, LinkedIn, and YouTube. We use social media to share content and engage with our audience through sharing of new installations, company updates, and videos of our building processes around the factory. When posting install content, we make sure to tag all the communities (if they have a social available) to highlight their project and give them a public thank you.</p> <p>In addition to promoting on traditional social media channels, we also use a few other digital marketing tools to understand where our leads come from, their online customer journey, and the search words they used to find us.</p> <p>PRC has integrated a software program into our website for over 10 + years, Lead Forensics, which provides us with information on our website's visitors – such as company name, industry, state, basic demographics, page visits, and actions they took while on the site. This helps us identify our lead's journey to find us and better understand the type of person we are attracting to our website and company. This helps us to keep a pulse on our customer profiles and where to focus our marketing efforts, in addition to improving our website experience and content. We also utilize this tool to input background information for new leads into our CRM (Salesforce). This is done to understand who and where our leads are coming from to produce meaningful marketing data and evaluate effectiveness of our various marketing channels (trade shows, website, PPC digital ads, print ads, etc.). This tool gives us an even deeper dive on individual leads than Google Analytics can provide.</p> <p>Our Marketing team utilizes Mailchimp as an email marketing automation platform to engage with existing and potential customers, to help us facilitate return business and keep us at top of mind for their next park project. We send out email communications prior to every trade show we attend, so on average 2 per month, and have an average open rate of 42%. Our focus for these mailings is to be informative and relevant, so we only send to specific segments based upon their location or industry. We primarily highlight trade shows and project profiles in these email communications, we currently have a total of 4K + contacts in our email database.</p>
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In terms of cross promotion, we feel the Sourcewell team and account managers have been a great resource in providing us with the New & Reclaimed Account lists to help the Sales team identify prospects and remind current customers that they are registered with Sourcewell. Providing the "Sourcewell flags" to visibly promote the contract at any trade show we attend has also been a huge help. As we've had several people stop by the booth once they see PRC is a Sourcewell vendor.</p> <p>Whenever we've had a potential customer that needs a deeper explanation, we've been able to connect them to someone at Sourcewell to address any of their specific questions on how the contract satisfies the bid process. Even though our Sales team is now confident in their Sourcewell pitch, it is great to be able to connect a potential customer directly to employees of Sourcewell explain the process on a deeper level and we hope for that to continue. It is also beneficial to both parties to have Sourcewell staff attend and connect with the public sector at various trade shows or other training opportunities, so that they understand what Sourcewell is and how the available contracts can better serve them and simplify the purchasing process. Sharing informational videos that we can send to customers explaining Sourcewell has also been a great educational sales tool.</p> <p>In terms of integration into our sales process, it was implemented back in 2021 with our initial contract and our Sales Managers are in tune with how to present and pitch Sourcewell as a procurement channel in each of their sales calls. In addition to that, we have a dedicated "Procurement" webpage on our website that includes a brief overview of what a cooperative purchasing agreement is and downloadable guides provided by Sourcewell to help the customer. This webpage links back to Sourcewell's website as well, to provide the customer with the full contract details and how to become a member.</p>
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, they are available on "Buy Sourcewell" but at this time it primarily functions as a request for quote (RFQ). The reason for this being an RFQ instead of "Add to Cart" so to speak, is due to the complex nature of any building project. Unfortunately, all new projects must be reviewed and verified with our Sales & Design teams to make sure the building is exactly what the customer wants and if any customization or modifications are needed, then we are able to do so at that point.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Public Restroom Company (PRC) does not charge for any training services. After the building is set on the final day of install, our field installation team will meet with the building owner (customer), maintenance staff, and GC to preform a final walk through of the building. At this time, basic operations of the building are reviewed in addition to any other questions that come up.</p> <p>For training and ongoing maintenance, all PRC Buildings come with an extensive and comprehensive building manual located permanently in the utility chase (mechanical room), in addition to our field teams completing a final building walk-through with the customer post-installation. These building manuals contain operating guides on all parts and fixtures included in the building. A digital and hard copy is also sent to the customer post-installation as a final step.</p> <p>We offer a leading industry warranty with (20) year structural and (5) year parts and fixtures. For any issue that falls under warranty post-installation, PRC will travel to the site and perform all necessary work at no cost to the customer.</p> <p>For CWA Agreements, we offer a training video that is a detailed view of our installation process. That shows all site prep work, backfilling, water inspection with local inspector, and final installation of the building on the pad. There is no additional charges for this training time.</p>
43	Describe any technological advances that your proposed Solutions offer.	<p>PRC's most notable technological advancement in the last 5 years is, Restroom Connect. This idea came from a long-time PRC customer wanting to track usage of park restrooms and better understand the frequency they were used, to help with restroom cleanings and inventory management.</p> <p>Restroom Connect is a cloud-based software system, powered by TRAX Analytics, to provide you with data from smart sensors installed within the restroom. Using an LTE connection, the system transmits restroom data via any cellular network within range, so no internet connection or Wi-Fi is needed. Use the data and usage patterns to make better management decisions for cleaning frequency on peak times and days, along with inventory management and maintenance notifications.</p> <p>The system utilizes battery operated, infrared sensors to track throughout of each building or a single stall. Counting the total number of times a restroom has been used and once a certain threshold (#) is met, it will automatically send a cleaning alert to maintenance staff. This system allows customers to transition from old school, paper logs to digital cleaning logs by logging into the Trax App from a table or smart phone. The app will prompt a list of routine cleaning tasks (clean toilets, replace paper, wipe counters, etc.) and also allow staff to track any supplies used to better track & manage inventory.</p> <p>The reporting feature allows customers to see the following:</p> <ul style="list-style-type: none"> - View # of visits at each location by: Time of Day, Day of Week, Month - Download reports on visitor data and inventory used at each location - Visitor count since the last time restroom was cleaned by staff (*These counts will reset once a successful cleaning takes place using the Trax-Restroom Connect App. <p>To see a better visual and additional details, please reference the "Restroom Connect_System Overview" PDF in the attachments section.</p>
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>PRC does not hold any "green" certifications from third-party agencies. However, we do offer "green" design solutions for our restrooms and buildings, such as:</p> <ul style="list-style-type: none"> - LED light fixtures are used throughout the entire building (PRC Standard) to reduce energy consumption and reduce operating costs (electricity) - All PRC toilets & urinal fixtures are low-flow (1.5 gal or less per flush) - Hand Dryers - an energy efficient product that also reduces need for paper towels, helping conserve resource and maintain cleanliness - Stiebel Eltron DHC-E Tankless Water Heaters - reduces energy costs by not heating water in tank continuously - Dark Sky Compliant LED Exterior Lights - Solatubes (Sun lights) to minimize need for interior lights - Photo cell sensors control exterior lighting to conserve energy & reduce costs by turning lights on/off during dusk and dawn - Potential to add solar roof panels to any building (typically through a local, third-party installer)
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PRC has not received any third-party eco-labels, ratings or certifications for our buildings or as a company.</p>

<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Public Restroom Company is a design, build, and installation firm of prefabricated restrooms and related buildings for parks and public spaces for over 20 years. The founder of PRC was a front-runner of the prefab restroom industry and was always looking for innovative way to improve quality and vandal resistance for public restrooms, which is built into our company values of continuing to innovate and be at the front of the pack in design aesthetics.</p> <p>Our modular construction method really makes us unique and allows us to add-on space to any restroom floor plan to make the building serve multiple purposes. Our buildings can be a single mod or a combination of multiple mods, depending on the level of customization and space needed. PRC has built several highly custom buildings with multiple mods, our largest to date being a total of (7) building mods that included restrooms, showers, concessions, and storage for a university located in California.</p> <p>At PRC, we pride ourselves on building value with our customers and delivering a custom, turnkey solution that their community will value for years to come. We differentiate ourselves in the marketplace by making sure each PRC building is: 1) Easy to Maintain, 2) Safe for Guests, and 3) Vandal Resistant.</p> <p>For Easy Maintenance, below are some of PRC standards:</p> <ul style="list-style-type: none"> - All toilets, urinal, and sink fixtures are wall mounted for easy floor cleaning and to reduce vandalism - Floor drains are easily accessible in the utility chase - Easy hose-down maintenance for interior floors, concrete or epoxy - Utility chase is separate from restroom and locked, allowing for maintenance at any time of day without closing each restroom <p>In terms of Safety, below are guidelines and design principles we follow:</p> <ul style="list-style-type: none"> - All standard components are selected for their quality and ability to withstand heavy-use and potential vandalism - Maximize Vent Screens--this allows someone to call out in the event of an emergency and also allows more natural ventilation. Through COVID, we realized the importance of passive air flow in helping reduce airborne particles that can potentially spread illness. - In event of an emergency, keys for building can be stored in an exterior first responder box (Knox Box) - Emergency exit button will override any door lock - Photo cell will automatically turn on building's exterior lighting at dusk for guest safety - Anti-microbial coatings on exterior door handle and flush valves <p>PRC buildings are built to last and incorporate several vandal resistant design features, along with fixtures that are of the highest quality and built to withstand heavy use by the public. Durability starts with how our buildings' walls are constructed with concrete block (CMU), which is why we are confident in our (20) twenty-year structural warranty. CMU block is easy to maintain and paint as well, in the event of vandalism in the form of graffiti. We focus on quality of products used, making sure they can withstand heavy-use and potential vandalism, which is why we use 316 type/14 gauge, prison grade stainless steel for all our toilets, urinals, and sinks. Through design, we focus on minimizing any exposed plumbing and parts - making sure the parts most susceptible to vandalism are locked away in the utility chase. We also use continuous door hinges for all exterior doors, hidden door locking systems, and offer anti-graffiti coating on walls to help reduce vandalism that we often see in public spaces.</p> <p>We aim to simplify the process of building a new restroom for our customers, by choosing prefab solutions over site built construction.</p> <p>So why is prefab construction unique? PRC can offer superior quality control by building inside a factory, with dedicated specialized teams that rotate throughout the projects for their specific tasks (Masons, Electricians, Plumbers, Welders, etc.) Each of our team members specializes in their craft and become experts, producing the highest quality of work. In the end, the exterior of the building can appear as custom as the customer would like without having to go the traditional, site built method.</p> <p>Another benefit of prefab construction is less site disruption, as there is no active construction site for a lengthy period of time (noise, waste, materials, and overall time workers are actively on site). This also means no weather delays or risk of vandalism during the build process, which is always a concern with site built construction.</p> <p>Other PRC Benefits:</p> <ul style="list-style-type: none"> - All design, drawings, and engineering are included in one contract price - Regulated by State Agencies - No Prevailing Wage Costs - Our experience in-house installation teams travel to the building site for final prep work and installation
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47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	<p>Every PRC building designed and built in compliancy with the Americans with Disabilities Act (ADA). This includes both the interior of the building and the exterior. ADA guidelines are always followed and verified in the pre-construction plan review process and in every final building walk-through prior to shipping to the customer. These design features are photo documented in the final walk-through and saved in their respective project folder.</p> <p>To summarize the specific design features, see list below:</p> <ul style="list-style-type: none"> - Accessible Stall Dimensions (at least 60" wide and deep) - Water Closet Clearances (minimum 60" wide and 56" deep for rear wall-mounted toilet) - Fixture & accessories heights & clearances (see doc for details) - ADA Grab Bars & heights (see doc for details) - Shower head fixtures (spray) and benches for ADA showers (see doc for details) - Floors (see document for details) - Exit buttons for doors - Adult Changing Stations, in addition to Baby Changing Stations <p>For exact specifications, please see the attachment titled "PRC_ADA code compliance details.pdf"</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	PRC does not hold any of these business certifications.
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Payment terms are Net 30 and accepted form of payment is check or ACH wire transfers.

58	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time, we do not have the ability to provide financing for such large capital investments.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our standard transaction documents starts with our PRC Product Catalog and Sourcewell Price list. The catalog guides the customer in deciding on building size, model number, any add-ons, or upgraded features. After the customer approves the renderings and drawings, our Sales team will use our PRC standard contract/proposal (attached) to get the project into production and established in the manufacturing queue. Once a signed contract is in hand, the project will be assigned to the Project Management team.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card procurement process at this time.	*
61	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.	All buildings are discounted by 5% from their base price and listed by model number. Only PRC standard restroom, shower, and storage models have an established base price, which is listed next to the discounted price offered to Sourcewell Members (far right column). Please see attachments and corresponding product catalog for full details.	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation services are a separate cost from the building cost itself, but included in the final proposal to the customer. The cost will vary based upon the location and distance our field teams will travel to complete the install. It is our standard to use our in-house team for installation, as they are the most experienced and qualified for this process. If local labor is required (CWA project) or prevailing wage, the customer would be responsible for hiring and paying that labor expense directly. In this situation, PRC would provide supervision only from a field team member for a small fee.	*
63	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.	Sourcewell participating entities will be offered a 5% discount off the base price list (MSRP) for all our standard building models shown in the catalog. See price list and PRC product catalog for more details.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We will not offer any volume discounts or rebate programs at this time in addition to the 5% discount.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	PRC will pass along the true cost of any outside "sourced" services or products need to complete the installation, this expense would simply be added as a line item on the final contract price. While the cost of crane and freight companies can vary drastically by location, we do maintain a list of preferred vendors that offer the most competitive rates and high quality service.	*
66	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.	The standard base prices listed do NOT include the installation expenses related to the crane operator, freight, and any other applicable taxes.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our delivery and installation expenses vary greatly by location and based upon the total number of mods the building is comprised of, so unfortunately there is not one set, flat rate for these associated costs. They are calculated on a project basis. The shipping and crane operator will be billed separately from the building and installation costs included in the proposal.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have this information available at this time, as we have yet to complete and deliver a project to Alaska, Hawaii, Canada, or any offshore location. However, Public Restroom Company is currently working with the City and County of Honolulu on standardizing public park restrooms. We have found a logistics solution via ferry with specialized carriers and crane companies in most remote locations, such as Hawaii, is readily available. These types of logistics are available for installations in other areas such as Alaska and other remote locations.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None. PRC delivers our buildings directly to the site location from our manufacturing facility. The building(s) are shipped using third-party logistic trucking companies and installed in coordination with our PRC field team and a third-party crane operator. The cost of logistics and crane operator, will be determined based on the site location and number of building mods.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>To ensure compliance with the Sourcewell Agreement, we've created the following process to self-audit the reporting process. Once a Sales Manager is notified from the customer that the purchase will go through Sourcewell, the Sales Coordinator will create the proposal (contract) and add the Sourcewell RFP # to the top of the document. Once the signed contract is received back from the customer, it is the responsibility of the Director of Sales Administration to update our Salesforce system with the date and confirmed purchase method. Then on a monthly basis, the Director of Sales will run a report of all new signed contracts with Sourcewell noted as the purchase method. These projects will then be added to the Quarterly reporting provided to Sourcewell.</p> <p>At the end of each quarter, our internal Project Accountant will then verify the list of Sourcewell projects reported against any projects showing Sourcewell as the purchase method in Salesforce. Any discrepancies or adjustments would be promptly reported and if necessary, an additional commission check would be submitted to Sourcewell immediately.</p> <p>To ensure Sourcewell participating entities obtain proper pricing, our Sales Managers will verify their membership and share with them their Member # and discounted pricing will be included in their proposal.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>To gauge success of the contract, we will focus on the following internal metrics:</p> <ul style="list-style-type: none"> - Ratio (%) of Sourcewell Sales to Total PRC Annual Sales. Our new goal is to have 33% (one-third) of all sales procured through Sourcewell. Currently, we are at 27% looking at data from the last three years (2022 - 2024). - Total # of States that procured through Sourcewell to show distribution of customer base. Currently at 21 different states, our goal for the next four year is to have 30 or more different states (60% of the US) purchase via Sourcewell. Our annual metric would be 10 different states per year. 	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our proposed administrative fee is 2% of the contract price, which is our current fee for RFP #081721.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	5% Standard Discount on the Base Model Price (MSRP) for all prefabricated buildings with standard finishes and fixtures. The standard discount does not apply to shipping and installation expense, which includes a third-party crane rental and logistic services. These costs will be quoted and added to the final delivered price. Please see our PRC price list and catalog in the attachments section.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>PRC is offering design, build, and installation services as it relates to flush restrooms, shower buildings, locker rooms, and other buildings for parks and public spaces. Our buildings are prefabricated, meaning they are built in a factory, and delivered to the customer turnkey and ready-to-go after final hookups are made.</p> <p>We offer both standard floor plans and custom buildings, that are modified and built to the customer's wishes by adding on space or upgrading interior/exterior finishes. All PRC buildings come with an industry leading building warranty with 20-years for the structure, and 5-years for parts and fixtures.</p> <p>PRC is not limited to just restrooms and have designed and built a variety of prefabricated buildings including: showers, locker rooms, concessions, storage, trash enclosures, offices, etc. PRC offers and extensive design library of more than twenty years, ranging from a lifeguard station to scorekeeper booths. We offer a variety of materials to upgrade and enhance the overall aesthetics of the buildings including: custom tile, wood trusses and posts, green screens, skylights, and variety of exterior finishes to make the building blend with the landscape or stand out. Our designs are driven by the customer and when needed, every building is tailored to their location's unique needs.</p> <p>Please see our Shower & Locker Room Gallery PDF in the attachment section.</p>
75	What levels of service (material only, turnkey, other) are being proposed?	<p>PRC buildings are turnkey (restrooms, showers, locker rooms, etc.) that are ready-to-go once installed. Our solutions being proposed are comprehensive and also include design services, delivery, and installation.</p>
76	Does the response include installation services?	<p>Yes, but the base pricing structure (price list) is for the building only and does not include installation costs. This will be part of the final contract price, but is determined by the project location and size of the building (number of mods). This is highly variable from location to location, so we are unable to build that portion into the price list for each of the models.</p>
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	<p>Our installation services are detailed throughly in our standard contract, please see the attached contract. Below is a detailed summary of what installation services are performed by our PRC in-house field team:</p> <ul style="list-style-type: none"> - Arrival onsite to confirm and verify the Owner/General Contractor provided SOW in preparation for installation, including proper access to the site. - Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance. - Excavate the utility trenches for placement of underground piping & electrical, then set the entire plumbing kit in place. - Provide a water test for inspection prior to backfilling the pad area. After passing inspection, the field team will backfill the pad with sand and level it to prepare for set day with the crane. - In coordination with the crane operator, set the building in place on the pad. - After the building is set, connect the utility piping stub ups to the building's pipes. This means all connections for water, sewer, and electrical
78	How does the Participating Entity select an installer?	<p>Installation services will always be offered exclusively by Public Restroom Company; however, there are situations where our field teams are not allowed to perform the work and local labor must be hired out by the Participating Entity under Community Workforce Agreements (CWA).</p> <p>For these situations, we will provide Supervision only by a lead field team member(s) to guide and serve as a resource for the hired local labor force. Our teams would have to remain hands off, but stay through the completion of the set to verify compliance and ensure the building for warranty reasons.</p>

79	<p>How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?</p>	<p>As part of PRC's design, build, and install business philosophy, we have two (2) dedicated in-house teams of field installers that cover the entire US. The field installation teams and all associated logistics are managed by our experienced Field Operations Manager, John Wood, who has been with Public Restroom Company for over 15 years. In the last three years ('22 - '24), we have installed on average a total of 87 buildings each year, which equates to 7.25 buildings set per month. In 2024, we hit our highest number of installs completed in one year with a total of 95 buildings.</p> <p>Most of the PRC field team started within our Minden manufacturing facility and graduated with their skillsets to the field. They are familiar with the construction and design of our buildings and all the connection points at time of install. Once on the field team they become specialists in setting our buildings and only perform this line of work, they do not bounce back and forth between our manufacturing facility and field work.</p> <p>The field teams are responsible for: verifying the site prep work, excavation and placement of underground piping, setting the plumbing kit in place, provide a water test for inspection prior to backfilling, filling with sand and leveling of the pad, and then setting the building on the pad. Once the building is set on the pad, the team will connect the utility piping stubs to the building piping stub down buildings points of connection for water, sewer, and electrical conduit to the internal electrical panel.</p> <p>Our teams are licensed to work in most all areas except for some locations that do not allow non-local labor for public projects. These types of projects typically fall under a Community Workforce Agreement (CWA) or a Project Labor Agreement (PLA). These are agreements between unions, contractors, and a government agency (like a city or a school district) that sets the terms and conditions for workers on a specific construction project. In these situations, we provide on-site supervision from a lead field team member but allow the local teams to complete all on-site work. Prior to the installation, we send them a specific PRC training video that is a detailed overview of our installation process to the General Contractor and/or public entity, so they are aware of all the required steps and work that falls under installation.</p>
80	<p>Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.</p>	<p>Yes, our standard contract is shared in the attachments of this RFP.</p>

<p>81</p>	<p>Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.</p>	<p>PRC buildings are built to last and incorporate several vandal resistant design features, along with fixtures that are of the highest quality and built to withstand heavy use by the public. Durability starts with how our buildings' walls are constructed with concrete block (CMU), which is why we are confident in our (20) twenty-year structural warranty. CMU block is easy to maintain and paint as well, in the event of vandalism in the form of graffiti. We also offer an option for a non-sacrificial anti-graffiti coating if customers request this.</p> <p>For our water closets, urinals and sinks, stainless steel is always the premier choice when it comes to vandal resistant fixtures, because it is thicker gauge than standard. Public Restroom Company's stainless steel fixtures are penal grade, 316 type, 14 gauge (thickness) which is superior to most all other competitor's products. Some other benefits of stainless steel are: it does not fade, highly durable, easy to clean, and proven to be extremely hygienic, and is resistant to denting or rust. Regardless of finish, all of our flush toilets and urinals are wall mounted with the plumbing located in the utility chase so all connection points are concealed and protected. Wall mounted fixtures also allow for easy cleaning underneath and adjustable mounting heights for ADA compliancy.</p> <p>For each PRC building, we offer three (3) levels of vandal resistant roofs as well: Low-Vandal Resistant (LVR), Medium Vandal Resistant (MVR), and High Vandal Resistant (HVR). These differ in the materials used to frame the roof, as HVR is a welded tubular steel frame with structural steel panels that is our most vandal resistant, but also fire resistant. Our trained sales team assesses customer needs pertaining to vandalism and offers the best solution.</p> <p>As our standard, PRC also incorporates the following into each building:</p> <ul style="list-style-type: none"> - Vandal-resistant steel doors with a continuous door hinge--this helps the rigidity of the door, allows for minimal maintenance with 1000+ door opening and close cycles, and prevents finger injuries with typical butt hinges. - Steel kick plates can also be added to any of the doors for extra protection - Magnetic door locking system, installed and hidden on the inside of the door jamb, which allows timeclock control of the door locking and unlocking without staff being present. - Hand dryers with remote located motor - only a button and blower nozzle is installed in user area. - Anti-graffiti coating available for CMU block walls, works for both painted or unpainted surfaces - Green Screens (trellis) can be placed along the exterior to help deter graffiti by covering walls with living plants
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Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Public Restroom Company (PRC) offers flush, prefabricated modular restrooms and buildings. *
83	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	PRC offers several types of prefabricated buildings that includes showers and changing rooms. While showers and changing rooms can be designed and built as standalone buildings, they can also be incorporated into any of our restroom floor plans. Adding on showers, storage, and concession rooms to our prefab restrooms is a very popular and common request by customers looking for a multi-purpose building. *
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Due to our flexible, modular construction method, PRC is able to provide a combination of shower, changing room, or ancillary or accessory use structures or facilities. Our offerings are not limited to just restroom structures, we also provide a variety of specialty buildings, including: concessions, offices, storage rooms, mechanical rooms, ticket booths, kiosks, scorekeeper booths, trash enclosures, and other specialty buildings as requested by the client. *
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	PRC offers equipment, products, and accessories related to restrooms, showers, and changing rooms. This includes but is not limited to: drinking fountains, bottle fillers, hand dryers, soap dispensers, water heaters, pressure tanks, shower fixtures, ADA changing benches, and many other products. *
86	Services related to the solutions described in subsections 1. a - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	PRC is more than just manufacturing by offering design and installation services too. PRC is best described a design, build, and installation company--providing a turnkey product to our customers. For design, all our buildings and floor plans can be customized with a different layout, upgraded finishes, or additional space added to the building. Our PRC Field Teams handle all installation and warranty requests. *

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Public Restroom Company_Sourcewell Price List and E-Catalog_2025 Final.pdf - Tuesday May 27, 2025 15:58:12
 - [Financial Strength and Stability](#) - PRC_Financial Stability Strength Attachment_2025_Sourcewell.pdf - Tuesday May 20, 2025 14:36:55
 - [Marketing Plan/Samples](#) - PRC_Marketing Attachment_2025 Final.pdf - Tuesday May 27, 2025 14:49:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Proposal Template_Public Restroom Company.pdf - Friday May 23, 2025 14:09:07
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - PRC Additional Attachment Zip Folder.zip - Tuesday May 27, 2025 15:58:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristyn Young, Director of Marketing, Public Restroom Company

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	<input checked="" type="checkbox"/>	1



Proposal Evaluation Restroom and Shower Facility Solutions RFP #052725

		8540527 Canada Inc	CXT Inc	Davis Mechanical Systems, Inc.	Entreprises Urben Blu inc.	Exeloo Corporation	GardaWorld Federal Services, LLC
Possible Points							
Conformance to RFP Requirements	Pass/Fail	Pass	Pass		Pass	Pass	Pass
Financial Viability and Marketplace Success	50	29	42		21	33	32
Ability to Sell and Deliver Solutions	150	108	101		77	86	76
Marketing Plan	100	65	81		74	66	66
Value Added Attributes	100	72	82		79	75	56
Depth and Breadth of Offered Solutions	200	176	181		145	152	118
Pricing	400	238	312		151	262	165
Total Points	1,000	688	799		547	674	513
Rank Order		5	2		9	6	10

		Golden Empire Concrete Products Inc., dba StructureCast	Mobile Modular Management Corp	Public Restroom Company	Romtec, Inc.	The Portland Loo	USA Up Star
Possible Points							
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	
Financial Viability and Marketplace Success	50	30	43	42	40	28	
Ability to Sell and Deliver Solutions	150	89	129	113	117	69	
Marketing Plan	100	64	73	84	79	66	
Value Added Attributes	100	69	67	80	83	71	
Depth and Breadth of Offered Solutions	200	148	175	178	179	123	
Pricing	400	268	266	289	304	231	
Total Points	1,000	668	753	786	802	588	
Rank Order		7	4	3	1	8	

DocuSigned by:

Ginger Line

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Ginger Line, MPA NIGP-CPP CPPB
Senior Procurement Analyst

DocuSigned by:

Ben James

10F9A1507AD74D7...
Ben James
Procurement Analyst II

DocuSigned by:

Ashley Powers

FC1E850FA8DF4AC...
Ashley Powers
Procurement Analyst

Signed by:

David Gonzalez

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David Gonzalez
Procurement Analyst



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Abraham Tellez, Director of Development Services

Subject: CONSIDERATION OF AMENDMENT NO. 5 TO THE MAINTENANCE SERVICES AGREEMENT WITH TANKO LIGHTING, INC. FOR STREETLIGHT MAINTENANCE SERVICES

BACKGROUND/DISCUSSION

On September 24, 2018, the City entered into a Maintenance Services Agreement (“Maintenance Agreement”) with Tanko Lighting, Inc. (“Tanko”) to maintain City-owned streetlights as part of the previously completed streetlight acquisition and conversion project.

At the meeting of January 14, 2025, the City Council approved Amendment No. 4 to the Maintenance Agreement with Tanko to extend the term from December 31, 2024 to December 31, 2025. The Maintenance Agreement provides for Tanko to perform administrative functions which include the operation of the call center, website for reporting outages, tracking outage reports and reporting those to the City, and dispatch for call-outs at the cost of \$1.00 per pole per month. The City currently has 1,612 poles that are currently being maintained by Tanko. The Maintenance Agreement also provides for streetlight and wire repairs and emergency call out services. Actual on-site routine and/or emergency call-out repairs are invoiced on a time and materials basis per the rate schedule in the Maintenance Agreement.

Tanko is very responsive and prompt at providing attention to any outage reports and emergency responses for pole “knock-downs”. They are particularly helpful with technical knowledge and practical recommendations for remedies to ongoing in-field matters. Tanko’s administrative and project coordination staff are very professional and highly responsive to the needs of the City and effectively manage the City’s streetlight system.

Provided as Attachment A is Amendment No. 5 to the Maintenance Agreement which extends the term of the Agreement for two (2) years to December 31, 2027. Tanko has agreed to continue with their basic rate of \$1.00 per pole per month during the additional two-year term. However, adjustments were made to the per hour rate schedule for normal and emergency maintenance services as a result of increases in the prevailing wage rates for each of the subsequent years (December 31, 2025 to December 31, 2026, and December 31, 2026 to December 31, 2027). The revised hourly rate schedules are included as Exhibit B to the attached Amendment No. 5.

FISCAL IMPACT

Funding for the on-going maintenance services of the City’s street lighting system is included in the Fiscal Year 2024-25 Budget, within the Lighting and Landscape Maintenance Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 5 to the Maintenance Services Agreement with Tanko Lighting, Inc.; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

- A. Amendment No. 5 to the Maintenance Services Agreement
- B. Tanko Master Service Agreement and Amendments Nos. 1-4

AMENDMENT NO. 5
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 5 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 9th day of December, 2025, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, on November 12, 2019, Amendment No. 1 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on October 13, 2020, Amendment No. 2 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on December 8, 2021, Amendment No. 3 was approved by the City and Contractor to amend the Term and Payment of the Agreement; and

WHEREAS, on January 14, 2025, Amendment No. 4 was approved by the City and Contractor to amend the Term and Payment of the Agreement; and

WHEREAS, to allow Contractor to continue providing streetlight maintenance services to the City, the City and Contractor desire to extend the term of the Agreement and amend the following: Section 4 (Payment) to include a revised Exhibit B – Rate Schedule and Section 15 (Notices) as set forth below; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 5 to the Maintenance Services Agreement (“Amendment No. 5”) and have agreed to amend Section 1 (Term), Section 4 (Payment), and Section 15 (Notices) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit

A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”) attached hereto, and incorporated herein by reference, based upon the actual amount of time spent on the Services.

Section 15. NOTICES

The contact information for the City and Contractor is hereby revised to read as follows:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Blvd.
San Francisco, CA 94124

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 5 to the Agreement as of the Effective Date.

“CITY”
City of La Puente

“CONTRACTOR”
Tanko Streetlighting, Inc.

By: _____
Bob Lindsey, City Manager

By: _____
Jason Tanko, Chief Executive Officer

Attest:

By: _____
Martha Torres, MPA, City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

EXHIBIT B – Rate Schedule

(Effective January 1, 2026)

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*				
			January 1, 2026 - December 31, 2026	January 1, 2027 - December 31, 2027
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$ 179.12	\$186.63
	Foreman	Hour Rate/Normal	\$ 179.12	\$186.63
	Laborer	Hourly Rate/Normal	\$ 131.57	\$137.08
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$ 238.82	\$248.84
	Foreman	Hourly Rate/After Hours	\$ 238.82	\$248.84
	Laborer	Hourly Rate/After Hours	\$ 192.39	\$200.45
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$ 371.50	\$387.08
	Foreman	Hourly Rate/Holiday	\$ 371.50	\$387.08
	Laborer	Hourly Rate/Holiday	\$ 252.09	\$262.66
*Note that all dispatches to the field require a three (3) hour minimum.				

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.

CITY OF LA PUENTE

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of September 24, 2018 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Tanko (“Contractor” or “Tanko Lighting”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until September 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option to extend this Agreement for two (2) additional one-year terms.

2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing street light maintenance services, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor’s performance of such work. No officer or employee of City shall have any financial

interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

(f) Contractor shall provide the City with a payment bond in an amount equal to 25 percent (25%) of the total contract amount set forth in Section 4(a). Said payment bond shall be issued by a surety licensed to do business in the State of California with a minimum rating of A from AM Best.

3. MANAGEMENT

City's Development Services Director, or designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. The annual costs for the administrative functions described in Exhibits A and B shall not exceed Nineteen Thousand Five Hundred and Twelve Dollars (\$19,512.00) per year.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

(d) In the event Contractor fails to complete a routine repair within seven (7) working days, a penalty of Five Dollars (\$5.00) per working day per light not repaired shall be deducted from any payments due Contractor, at the City's sole and absolute discretion.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any

individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(b) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. **INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

David Carmany, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

If to Contractor:

Jason Tanko
President
Tanko Streetlighting, Inc.
220 Bayshore Blvd.
San Francisco, CA 94124

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or

relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

23. REMEDIES


Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

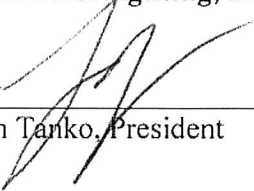
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.


“CITY”
City of La Puente

By: 
David N. Carmany, City Manager

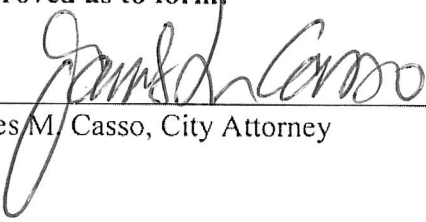
“CONTRACTOR”
Tanko Streetlighting, Inc.

By: 
Jason Tanko, President

Attest:

By: 
Sheryl Garcia, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

Scope of Services

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for

\$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described

below) will be invoiced on a time and materials basis:

Coordinate Repair Requests

Tanko Lighting will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko Lighting will provide the City with a link to a website that will allow a user to interface with an online form. The form will require the user to submit information about the location and observed issue(s). Tanko Lighting will review any online form submissions each working day. If an emergency is reported, Tanko Lighting will immediately dispatch an installer to respond to the location within two to four (2-4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report to the City for review. The Weekly Report will be a live, online shared spreadsheet. City staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the City approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.
- Call Center Repair Requests: Tanko Lighting will provide the City with a toll-free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Form to Tanko Lighting. Tanko Lighting will review any online form submissions each working day. If an emergency is reported, Tanko Lighting will dispatch an installer to respond to the location within two to four (2-4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report to the City for review. City staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the City approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.

Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell
- Replacement of a failed lamp (Note that any failed High Pressure Sodium (HPS) lamps will be replaced a temporary stop-gap LED/HPS fixture – note that the manufacturer and wattage will be dependent upon material availability – until the location is converted to its permanent LED fixture. when possible, Tanko Lighting will attempt to utilize the same LED fixture as per the design of the LED conversion, to mitigate the need to return to the location.)Replacement of feed wire when possible, Tanko Lighting will attempt to utilize the same LED fixture as per the design of the LED conversion, to mitigate the need to return to the location.)
- Replacement of feed wire

Upon receipt of the City’s approval of a routine repair request, Tanko Lighting will:

- Dispatch the installer to respond to the location within seven (7) working days of receipt of the City’s approved request and remedy the fixture issue with the appropriate parts and materials
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Subcontractor shall be responsible for providing notes to Contractor, who will send the work request to the utility. If Tanko Lighting’s subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the street lighting equipment. Upon receipt of an emergency repair request, Tanko Lighting will:
- Dispatch installer to respond to the location within two to four (2-4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that the subcontractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations

- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
- In the event of a knockdown of a pole, Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and, in particular, the retrieval of City-owned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko Lighting will supply to the City a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the City

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) may be needed to be performed by the utility. Subcontractor shall be responsible for providing notes to Contractor, who will send the work request to the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

Traffic Control

Tanko Lighting will ensure that the following traffic control activities are properly coordinated by the subcontractor:

- Conduct operations to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The subcontractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The subcontractor's vehicles and equipment will be equipped with suitable warning lights and reflective markings for working in daylight and dark.
- If police details are required, the subcontractor will notify Tanko Lighting and Tanko Lighting will coordinate with the City to obtain approval and schedule the details. Tanko Lighting will work closely with the City at the start of the maintenance services contract to confirm police detail requirements and to ensure that they are minimized while properly maintaining safe traffic control. Any costs associated with police detail requirements will be the City's responsibility.

Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the City to access at any time.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the following services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis.

Coordinate Repair Requests

Coordination of repair requests will be handled the same way as in the Pre-LED Conversion phase.

Remedy of Routine Repair Requests

Routine repair will be defined in the same way as in the Pre-LED Conversion phase and routine repair requests will be handled per the same protocols and response times as outlined in the Pre-LED Conversion phase above.

Remedy of Emergency Repair Requests

Emergency Repair will be defined in the same way as in the Pre-LED Conversion phase and emergency repair requests will be handled per the same protocols and response times as outlined in the Pre-LED Conversion phase above.

Remedy of Warranty Repairs

Tanko Lighting will serve as the First Responder and, if the repair issue is identified because of a warranty issue (related to the LED conversion, such as a fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture), Tanko Lighting will work with the manufacturer and installer to remedy the warranty issue. If a dispatch results in a location experiencing a warranty-related issue, and the remedy can be applied during the initial visit, the initial visit will be at no charge to the City. Any/all other issues will be handled the same way as in the Pre-LED Conversion phase and the City will be charged on a time-and-materials basis for the dispatch services to the field.

Traffic Control

Traffic control will be handled in the same way as outlined in the Pre-LED Conversion Phase above.

Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, pole/fixture painting, fuse replacements, feed wire replacements, leaning poles, repair/replacements of streetlight equipment due to storm damage, police detail), Tanko Lighting will provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the City.

Materials Management

Tanko Lighting will access and store (if requested) the City-purchased inventory of spare fixtures to facilitate expedient fixture replacement in case of failure. Tanko Lighting will monitor spare fixture inventory and recommend that the City consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

Administrative Support

If requested by the City, Tanko Lighting will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the City with its pursuit of third parties for any insurance claims.

Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the City to access at any time.

Appendices

- Appendix A: Online Reporting Form
- Appendix B: Phase 1: Pre-LED Conversion Weekly Report Template
- Appendix C: Phase 2: Post-LED Conversion Weekly Report Template

EXHIBIT B

RATE SCHEDULE

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*			
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$144.00
	Foreman	Hourly Rate/Normal	\$144.00
	Laborer	Hourly Rate/Normal	\$114.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$216.00
	Foreman	Hourly Rate/After Hours	\$216.00
	Laborer	Hourly Rate/After Hours	\$174.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$336.00
	Foreman	Hourly Rate/Holiday	\$336.00
	Laborer	Hourly Rate/Holiday	\$228.00

*Note that all dispatches to the field require a three (3) hour minimum.

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess

insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

AMENDMENT NO. 1
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 12th day of November, 2019, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, to allow Contractor to continue providing street light maintenance services to the City, the City and Contractor desire to extend the term of the Agreement; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 1 to the Maintenance Services Agreement (“Amendment No. 1”) and have agreed to amend Article 1 (Term) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

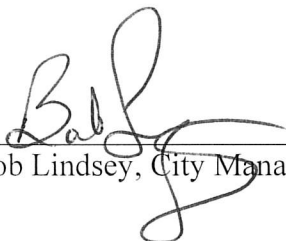
Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until September 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 1 to the Agreement as of the Effective Date.

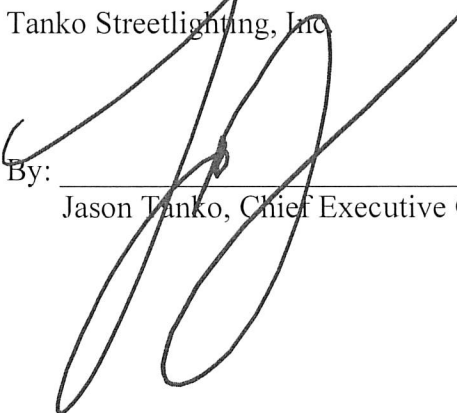
“CITY”

City of La Puente

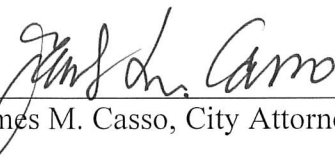
By:  _____
Bob Lindsey, City Manager

“CONTRACTOR”


Tanko Streetlighting, Inc.

By:  _____
Jason Tanko, Chief Executive Officer

APPROVED AS TO FORM

By:  _____
James M. Casso, City Attorney

Attest:

By:  _____
Sheryl Garcia, City Clerk

AMENDMENT NO. 2
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 13th day of October, 2020, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, on November 12, 2019, Amendment No. 1 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, to allow Contractor to continue providing street light maintenance services to the City, the City and Contractor desire to extend the term of the Agreement; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 2 to the Maintenance Services Agreement (“Amendment No. 2”) and have agreed to amend Article 1 (Term) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of La Puente

“CONTRACTOR”
Tanko Streetlighting, Inc.

By: _____
Bob Lindsey, City Manager

By:  _____
Jason Tanko, Chief Executive Officer

Attest:

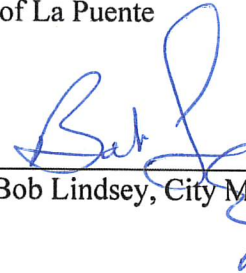
By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 2 to the Agreement as of the Effective Date.

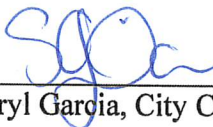
"CITY"
City of La Puente

By: 
Bob Lindsey, City Manager

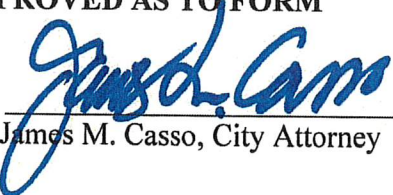
"CONTRACTOR"
Tanko Streetlighting, Inc.

By: _____
Jason Tanko, Chief Executive Officer

Attest:

By: 
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: 
James M. Casso, City Attorney

AMENDMENT NO. 3
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 3 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 8th day of December, 2021, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, on November 12, 2019, Amendment No. 1 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on October 13, 2020, Amendment No. 2 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, to allow Contractor to continue providing street light maintenance services to the City, the City and Contractor desire to extend the term of the Agreement and amend the following: Section 4 (Payment) to include a revised Exhibit B – Rate Schedule as set forth below; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 3 to the Maintenance Services Agreement (“Amendment No. 3”) and have agreed to amend Article 1 (Term) and Section 4 (Payment) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”) attached hereto, and incorporated herein by reference, based upon the actual amount of time spent on the Services.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 3 to the Agreement as of the Effective Date.

“CITY”

City of La Puente

By: 

Bob Lindsey, City Manager

“CONTRACTOR”

Tanko Streetlighting, Inc.

By: 

Jason Tanko, Chief Executive Officer

Attest:

By: 

Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: 

Victor Ponto, City Attorney

EXHIBIT B – Rate Schedule

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*			
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$ 162.00
	Foreman	Hour Rate/Normal	\$ 162.00
	Laborer	Hourly Rate/Normal	\$ 119.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$ 216.00
	Foreman	Hourly Rate/After Hours	\$ 216.00
	Laborer	Hourly Rate/After Hours	\$ 174.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$ 336.00
	Foreman	Hourly Rate/Holiday	\$ 336.00
	Laborer	Hourly Rate/Holiday	\$ 228.00

*Note that all dispatches to the field require a three (3) hour minimum.

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.

AMENDMENT NO. 4
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 4 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 14th day of January, 2025, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, on November 12, 2019, Amendment No. 1 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on October 13, 2020, Amendment No. 2 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on December 8, 2021, Amendment No. 3 was approved by the City and Contractor to amend the Term and Payment of the Agreement; and

WHEREAS, to allow Contractor to continue providing streetlight maintenance services to the City, the City and Contractor desire to extend the term of the Agreement and amend the following: Section 4 (Payment) to include a revised Exhibit B – Rate Schedule and Section 15 (Notices) as set forth below; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 4 to the Maintenance Services Agreement (“Amendment No. 4”) and have agreed to amend Section 1 (Term), Section 4 (Payment), and Section 15 (Notices) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”) attached hereto, and incorporated herein by reference, based upon the actual amount of time spent on the Services.

Section 15. NOTICES

The contact information for the City and Contractor is hereby revised to read as follows:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:


Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Blvd.
San Francisco, CA 94124

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 4 to the Agreement as of the Effective Date.

"CITY"

City of La Puente

By: 
~~Bob Lindsey, City Manager~~
ALEX BAUMAN, ACTING

"CONTRACTOR"

Tanko Streetlighting, Inc.

By: 
Jason Tanko, Chief Executive Officer

Attest:

By: 
Martha Torres, MPA, City Clerk

APPROVED AS TO FORM

By:  **Adrian De Leon**
Assistant City Attorney, on behalf of
City Attorney

EXHIBIT B – Rate Schedule

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*			
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$ 173.34
	Foreman	Hour Rate/Normal	\$ 173.34
	Laborer	Hourly Rate/Normal	\$ 127.33
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$ 231.12
	Foreman	Hourly Rate/After Hours	\$ 231.12
	Laborer	Hourly Rate/After Hours	\$ 186.18
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$ 359.52
	Foreman	Hourly Rate/Holiday	\$ 359.52
	Laborer	Hourly Rate/Holiday	\$ 243.96

*Note that all dispatches to the field require a three (3) hour minimum.

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Troy Grunklee, Director of Administrative Services
Jeffrey Buckwell, Director of Public Safety

Subject: CONSIDERATION OF A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS WITH THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE PROPOSED PROJECT AT THE LA PUENTE ANIMAL SHELTER AND K9 TRAINING CENTER

BACKGROUND/DISCUSSION

With the support of State Senator Bob Archuleta of California's 32nd Senate District, the Legislature and Governor of the State of California have approved a grant for the proposed La Puente Animal Shelter and K9 Training Center. The funding amount of \$1.0 Million was approved for the La Puente Animal Shelter and K9 Training Center.

The California Natural Resources Agency ("CNRA") is responsible for the administration of the grant funds. As such, the CNRA requires that the City of La Puente ("City") certify by resolution the approval of application before the submission of the application to the state in order to move forward with the grant and the project.

In October 2025, the City received notice from the office of State Senator Bob Archuleta that the State Legislature and Governor approved a grant in the amount of \$1.0 Million for the La Puente Animal Shelter and K9 Training Center. Once the resolution is approved, the City will work with the CNRA to develop a grant agreement for the expenditure of the grant money.

FISCAL IMPACT

The \$1.0 Million is a reimbursable grant, meaning that the grantee, which in this case is the City, will receive funding after the expenses have been incurred and billed to the CNRA. The City has sufficient funds to cover the initial outlay of funds from the General Fund.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 25-5961 approving the application for Grant Funds with the California Natural Resources Agency for the La Puente Animal Shelter and K9 Training Center.

ATTACHMENTS

A. Resolution No. 25-5961

RESOLUTION NO. 25-5961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS WITH THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE PROPOSED PROJECT AT THE LA PUENTE ANIMAL SHELTER AND K9 TRAINING CENTER

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the proposed project at the La Puente Animal Shelter and K9 Training Center (“Project”); and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the Project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the City to certify by resolution the approval of a Project Information Package before submission of said application(s) to the state; and

WHEREAS, the City will enter into an agreement with the State of California for the Project upon approval by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The above findings are true and correct and are incorporated herein by reference.

SECTION 2. The City hereby approves the acceptance of general fund allocation for local assistance for the Project.

SECTION 3. The City understands the assurances and certification in the Project Information Form provided by the California Natural Resources Agency.

SECTION 4. The City certifies that it will have sufficient funds to acquire and/or develop, operate and maintain the Project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so.

SECTION 5. The City certifies that the Project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.

SECTION 6. The City certifies that it has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide.

SECTION 7. The City Council hereby appoints the City Manager or Acting City Manager as the City’s agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the Project.

SECTION 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Martha Torres, MPA, CMC, City Clerk



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Troy Grunklee, Director of Administrative Services

Subject: CONSIDERATION OF APPROVAL OF RESOLUTIONS TO RESCIND RESOLUTIONS NO. 24-5881 AND 25-5937, AND ADOPTING THE CITY'S GANN APPROPRIATION LIMIT AND ESTABLISHING CONTROLS ON CHANGES IN APPROPRIATIONS FOR THE VARIOUS FUNDS FOR FISCAL YEARS 2024/2025 AND 2025/2026

BACKGROUND/DISCUSSION

At the City Council meeting on June 14, 2024, the City Council approved a resolution adopting the City's GANN Appropriation Limit and establishing controls on changes in appropriation for the various funds for Fiscal Year 2024-2025.

At the City Council meeting on May 27, 2025, the City Council approved a resolution adopting the City's GANN Appropriation Limit and establishing controls on changes in appropriation for the various funds for Fiscal Year 2025-2026.

City staff noted an error in the computation of the Fiscal Year 2024-2025 computation which affected the beginning balance for Fiscal Year 2025-2026. To correct this error, City staff are recommending the City Council approve two resolutions, one for each fiscal year to correctly state the appropriation limit for the perspective fiscal years.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) Adopt Resolution No. 25-5962 rescinding Resolution No. 24-5881 and adopting the City's Gann Appropriation Limit for FY 2024-2025 and establishing controls on changes in appropriations for the various funds; and (2) Adopt Resolution No. 25-5963 rescinding Resolution No. 25-5937 and adopting the City's Gann Appropriation Limit for FY 2025-2026 and establishing controls on changes in appropriations for the various funds;

ATTACHMENTS

- A. Resolution No. 25-5962 Gann Appropriations Limit for FY 24-25
- B. Resolution No. 25-5963 Gann Appropriations Limit for FY 25-26

RESOLUTION NO. 25-5962

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA RESCINDING RESOLUTION NO. 24-5881, AND ADOPTING THE CITY'S FISCAL YEAR 2024-2025 GANN APPROPRIATION LIMIT, AND ESTABLISHING CONTROLS ON CHANGES IN APPROPRIATIONS FOR THE VARIOUS FUNDS

WHEREAS, the City Council wishes to rescind Resolution 24-5881; and

WHEREAS, the appropriations limit for the fiscal year 2023-2024 was \$121,752,100; and

WHEREAS, the City of La Puente has complied with all the provisions of Article XIII B of the California Constitution in determining the appropriations limit for Fiscal Year 2024-2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the City of La Puente's Appropriation Limit (Exhibit A) in fiscal year 2024-2025 shall be \$126,222,606. The proceeds of taxes are \$17,637,100 and are below the appropriation limit. There is no excess of taxes over the appropriation limit.

PASSED, APPROVED and ADOPTED this 9th day of December, 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Valerie Muñoz, Mayor

ATTEST:

Martha Torres, MPA, CMC, City Clerk

CITY OF LA PUENTE
Gann Appropriations Limit
Fiscal Year 2024-2025
EXHIBIT "A"

FY 2023-2024	Appropriations Limit, as adjusted		\$ 121,752,100
	Change in state Per Capita Income (cost of living factor)	%	3.62
	Change in County of Los Angeles population	%	0.05
	Calculation of factor	(1.0362 x 1.0005) =	1.0367
FY 2024-2025	Appropriations Limit	=	<u>\$ 126,222,606</u>
FY 2024-2025	Proceed of Taxes		<u>\$ (17,637,100)</u>
FY 2024-2025	Amount Under Appropriations Limit		<u>\$ 108,585,506</u>

The establishment of the appropriations limit for the following fiscal year is required by each agency per Article XIII B of the California Constitution-Gann Initiative. The City can select the larger of the percentage growth of the City or County for growth. Also, the City can select the larger of the percentage increase in the State's per capita income or the increase in the City's new construction nonresidential assessed valuation can be utilized for inflation. The following are the rates provided by Department of Finance, County Assessor Office and HdL Coren & Cone.

Change in Population Growth (Dept. of Finance)

City of La Puente	-0.19%
County of Los Angeles	0.05%
Change in State's Per Capita Income	3.62%
Change in City's new construction nonresidential assessed valuation	2.73%



RESOLUTION NO. 25-5963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA RESCINDING RESOLUTION NO. 25-5937, AND ADOPTING THE CITY'S FISCAL YEAR 2025-2026 GANN APPROPRIATION LIMIT, AND ESTABLISHING CONTROLS ON CHANGES IN APPROPRIATIONS FOR THE VARIOUS FUNDS

WHEREAS, the City Council wishes to rescind Resolution 25-5937; and

WHEREAS, the appropriations limit for the fiscal year 2024-2025 was \$126,222,606; and

WHEREAS, the City of La Puente has complied with all the provisions of Article XIII B of the California Constitution in determining the appropriations limit for Fiscal Year 2025-2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the City of La Puente's Appropriation Limit (Exhibit A) in fiscal year 2025-2026 shall be \$134,755,254. The proceeds of taxes are \$18,321,500 and are below the appropriation limit. There is no excess of taxes over the appropriation limit.

PASSED, APPROVED and ADOPTED this 9th day of December, 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Martha Torres, MPA, CMC, City Clerk

EXHIBIT A

Gann Appropriations Limit Fiscal Year 2025-2026

FY 2024-2025	Appropriations Limit, as adjusted		\$	126,222,606
	Change in state Per Capita Income (cost of living factor)	%		6.4400
	Change in County of Los Angeles population	%		0.300
	Calculation of factor	(1.0644 x 1.003)	=	1.0676

FY				
2025-2026	Appropriations Limit	=	\$	134,755,254
FY 2025-2026	Proceed of Taxes		\$	18,321,500
FY 2025-2026	Amount Under Appropriations Limit		\$	116,433,754

The establishment of the appropriations limit for the following fiscal year is required by each agency per Article XIII B of the California Constitution-Gann Initiative. The City can select the larger of the percentage growth of the City or County for growth. Also, the City can select the larger of the percentage increase in the State's per capita income or the increase in the City's new construction nonresidential assessed valuation can be utilized for inflation. The following are the rates provided by the California Department of Finance, LA County Assessor's Office and HdL Coren & Cone.

Change in Population Growth (Dept. of Finance)

City of La Puente	0.100%
County of Los Angeles	0.300%
Change in State's Per Capita Income	6.440%
Change in City's new construction nonresidential assessed valuation	1.690%



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

Subject: CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULARS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$38,890

BACKGROUND/DISCUSSION

The 2026 Fortunato Jimenez Independence Day event is planned for July 03, 2026. Historically, a large-scale fireworks show has been included as a component of this event.

The proposed scope of work to be completed by Pyro Spectaculars, Inc. includes the following:

- Development, design, and choreography of the fireworks show.
- Execution of the fireworks display at the event including providing all necessary materials, devices, personnel, tools, safety implements, and insurance coverage.
- Submission of pyrotechnic plans and specifications to the Los Angeles County Fire Department for review and approval.

The elements of the full color display are summarized in the table below:

Main Body - Aerial Shells	
<u>Description</u>	<u>Quantity</u>
◆ 2.5 Souza Designer Selections	100
◆ 3" Souza Designer Selections	150
◆ 4 Souza Designer Selections	50
◆ 4" Souza Designer Selections	200
Total of Main Body - Aerial Shells 500	
Pyrotechnic Devices	
<u>Description</u>	<u>Quantity</u>
◆ Diamond Line Custom Multishot Device	256 Shots
◆ Emerald Line Custom Multishot Device	596 Shots
◆ Pearl Line Custom Multishot Device	200 Shots
◆ Silver Line Custom Multishot Device	25 Shots
Total of Pyrotechnic Devices 1,077	
Grand Finale	
<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	200
◆ 2.5" Souza Designer Bombardment Shells	108
◆ 3" Souza Designer Bombardment Shells	110
◆ 4" Souza Designer Bombardment Shells	90
Total of Grand Finale 508	
Grand Total 2,085	

In total, 2,085 firework projectiles are included in this agreement. Pyro Spectaculars. Inc provided the fireworks display in 2025 and also for the City of La Puente for over 19 years.

Staff has determined that the safest pyrotechnic firing site and staging area is La Puente High School. Permission has been granted by the Hacienda La Puente Unified School District to conduct this activity on their premises, and school officials have been debriefed regarding the event. La Puente Park, adjacent immediately to the north, will serve as the primary viewing grounds for the show.

FISCAL IMPACT

The total proposed contract price is \$38,890 to be drawn from General Fund appropriations.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 25-5964 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$38,890; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

- A. Pyro Spectaculars Agreement
- B. Resolution No. 25-5964



PYROTECHNICS PROPOSAL

2026

PREPARED FOR:

City of La Puente

DATE:

July 3, 2026

ATTACHMENT A

November 14, 2025

City of La Puente
Alex Bauman
15900 E Main Street
La Puente, CA 91744

Subject: Proposal for your event on **July 3, 2026, PROGRAM A** for **\$38,500.00**

Pyrotechnics/Theatrical: Close Proximity Display Fireworks Firecrackers

Special Effects: Spark Machines Flames CO2 Cryo Jets
 Confetti/Streamers Lights Foggers

Drones: Light Animations Accents

Dear Alex Bauman,

Pyro Spectaculars, Inc. is delighted to present our proposal for the full-service custom-designed **PROGRAM A** for the production of your upcoming event. We are confident that our production capabilities and crew experience will result in the display of an unforgettable experience for your audience.

Enclosed you will find three important documents that outline our **PROGRAM A** proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both Pyro Spectaculars, Inc. and City of La Puente that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

To secure your program, return the fully executed Production Agreement to our office by the PRICE FIRM date, December 31, 2025. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact either myself or your dedicated Customer Service Representative, Luis Ruiz, at (909) 355-8120, extension 227.

Sincerely,

Pyro Spectaculars, Inc.

Marco Montenegro

Marco Montenegro, Show Producer
(LR)

Pyro Spectaculars, Inc.
P.O. Box 2329, Rialto, CA 92377 • Phone: (909) 355- 8120 • Fax: (909) 355-9813

PYRO
SPECTACULARS

PYROSPEC.COM

Pyrotechnics Proposal

City of La Puente

PROGRAM A – July 3, 2026

\$38,500.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5 Souza Designer Selections	100
◆ 3" Souza Designer Selections	150
◆ 4 Souza Designer Selections	50
◆ 4" Souza Designer Selections	200

Total of Main Body - Aerial Shells 500

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Diamond Line Custom Multishot Device	256 Shots
◆ Emerald Line Custom Multishot Device	596 Shots
◆ Pearl Line Custom Multishot Device	200 Shots
◆ Silver Line Custom Multishot Device	25 Shots

Total of Pyrotechnic Devices 1,077

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	200
◆ 2.5" Souza Designer Bombardment Shells	108
◆ 3" Souza Designer Bombardment Shells	110
◆ 4" Souza Designer Bombardment Shells	90

Total of Grand Finale 508

Grand Total 2,085

*Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.*



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2026 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of La Puente, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 3, 2026**, at approximately **9:00 PM**, at **La Puente Park, 501 N Glendora Ave., La Puente, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$38,500.00** USD (**THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee **\$19,250.00** USD (**NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS**) plus estimated permit and standby fees, and other regulatory costs approximated at **\$390.00** OR an amount to be determined, for a total of **\$19,640.00**, upon the execution of this Agreement by both parties but no later than **April 1, 2026**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than **June 26, 2026**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to PYRO, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **LOS ANGELES COUNTY FIRE DEPARTMENT, FAA,** and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of La Puente, 15900 E Main Street, La Puente, CA 91744.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of La Puente
Program A
July 3, 2026
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT’s obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO’s offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.


20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through December 31, 2025
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of La Puente

By: 

By: _____

Its: Vice President

Its: _____

Date: 11/13/25

Print Name

Date: _____

SHOW PRODUCER: **Marco Montenegro**

**SCOPE OF WORK
PYRO SPECTACULARS, INC. (“PYRO”)
and
City of La Puente (“CLIENT”)**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 3, 2026, at approximately 9:00 PM at La Puente Park, 501 N Glendora Ave., La Puente, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers’ Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



Order Confirmation

Page	1 of 1
Order No.	SO50113
Order Date	11/13/2025

Pyro Spectaculars, Inc.
 PO Box 2329
 Rialto CA 92377
 United States

Sold to
 CITY OF LA PUENTE
 ALEX BAUMAN
 15900 E MAIN STREET
 LA PUENTE CA 91744
 United States

Ship To
 LA PUENTE PARK
 501 N GLENDORA AVE.
 LA PUENTE CA
 United States

Account Number	Customer PO #	Event Type	Event Date
CUS-2262			7/3/2026

QTY	PRODUCT DESCRIPTION	AMOUNT
1	SPECIAL FIREWORKS DISPLAY	\$38,500.00
1	PERMIT FEE INITIAL PAYMENT DUE ON APRIL 1, 2026	\$390.00

Total	\$38,890.00
Initial Payment Due	\$19,640.00

RESOLUTION NO. 25-5964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS TO DISPENSE WITH THE OPEN MARKET PROCEDURES AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS INC. FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.070, for those purchases having an estimated value of more than One Thousand (\$1,000.00), but less than twenty-five thousand dollars (\$25,000.00), firm quotes either received in writing or taken verbally but confirmed in writing, shall be obtained; and

WHEREAS, pursuant to Section 2.20.090 (f) of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, the City holds its annual Fortunato Jimenez Independence Day Celebration on July 3rd of every year and as a part of this event, the City displays a free firework show for the community; and

WHEREAS, Pyro Spectaculars, Inc. is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited shooting area; and

WHEREAS, given the services provided by Pyro Spectaculars, Inc., the City's purchasing officer has determined that they have demonstrated experience and competency and have a reasonable cost; and

WHEREAS, given their experience in providing pyrotechnic displays throughout California the City requested a quote from Pyro Spectaculars, Inc. and has determined that the company is capable of providing the City with pyrotechnic services that will meet the City’s needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, the competitive process is unnecessary due to Pyro Spectaculars, Inc. demonstrated experience and competency. Therefore, it is in the City’s best interest to enter into an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2026.

SECTION 3. That the City Council authorizes the City Manager to execute an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2026.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 9th day of December 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Valerie Muñoz, Mayor

ATTEST:

Martha Torres, MPA, CMC, City Clerk



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: December 9, 2025

From: Bob Lindsey, City Manager

By: Natalie Romo, Management Analyst
Gisel Rubio, Housing & Grants Analyst

Subject: CONSIDERATION OF APPROVAL OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOODWILL SOUTHERN CALIFORNIA FOR YOUTH WRAP AROUND SERVICES

BACKGROUND/DISCUSSION

On December 10, 2024, the City of La Puente entered into a professional services agreement with Goodwill Southern California (GSC) to administer youth wrap-around services for participants in the La Puente Youth Workforce Development Program. These supportive services include case management, training and education, job placement, and connecting youth with resources related to housing, public benefits, and other available programs. As the professional services agreement expires on December 31, 2025, the proposed amendment will allow GSC to continue providing youth wrap-around services to program participants through December 31, 2026, and will ensure that the City remains compliant with the requirements set forth by the California Volunteers grant from the Governor's Office of Planning and Research.

FISCAL IMPACT

The professional services agreement entered on December 10, 2024, provides for payment in an amount no-to-exceed \$250,000. This amount is entirely reimbursable through a state grant, and results in no budgetary impact on the General Fund. The proposed first amendment will only change the term of the professional services agreement with GSC.

RECOMMENDATION

It is recommended that the City Council: (1) approve the first amendment to the professional services agreement with Goodwill Southern California; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

- A. Goodwill PSA Youth Services Amendment No. 1 Signed
- B. Goodwill Youth Wrap Around Services Agreement No. 24-1631

**AMENDMENT NO.1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
GOODWILL SOUTHERN CALIFORNIA FOR YOUTH WRAP AROUND SERVICES**

This Amendment No.1 to the Profession Services Agreement with Goodwill Southern California (“Agreement”) is made and entered into this 9th day of December, 2025, by and between the City of La Puente, a municipal corporation (“City”) and Goodwill Southern California, a California nonprofit public benefit corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on December 10, 2024, the City and Consultant entered into the Agreement under which Consultant agreed to provide youth wrap around services to the City; and

WHEREAS, the Agreement expires on December 31, 2025; and

WHEREAS, to allow Consultant to continue providing youth wrap around services to the City, the City and Consultant desire to extend the term of the Agreement; and

WHEREAS, for the reason set forth herein, the Parties desire to enter into this Amendment No. 1 and have agreed to amend Section 1 (Term) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1, Term, is hereby amended to read in its entirety as follows:

Section 1. TERM This Agreement shall commence on the Effective Date, and shall remain and continue until December 31, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of Effective Date.


“CITY”

City of La Puente

“CONSULTANT”

Goodwill Southern California

By: _____
Alexander Bauman, Acting City Manager

By:  _____
Patrick McClenahan, President, CEO

Attest:

By: _____
Martha Torres, MPA, CMC, City Clerk

By:  _____
Jorge Marquez, Chief Impact Officer

Approved as to form:

By: _____
Susie Altamirano, Esq., City Attorney

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of December 10, 2024 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Goodwill Southern California, a California nonprofit public benefit corporation (“Consultant”) for Youth Wrap Around Services. The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing youth wrap around services to a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in

writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred fifty thousand dollars (\$250,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an

invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

(d) Consultant acknowledges that the funding source for all payments made under this Agreement is a State of California grant, and that any expenses disallowed or declared ineligible by the funding authority may be subject to repayment by Consultant.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment. Consultant acknowledges that funding for this agreement comes from a State of California grant and agrees to comply with all applicable laws, regulations, record keeping, accounting, and documentation requirements, purchasing requirements, and audit requirements set forth by the granting agency.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby

grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement excluding Consultants standard details, standard specifications and calculations. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1501

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Consultant:

Patrick McClenahan, President/CEO
Goodwill Southern California
342 San Fernando Road
Los Angeles, CA 90031
Tel: (323) 223-1211

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

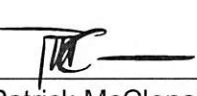
“CITY”

City of La Puente

“CONSULTANT”

Goodwill Southern California


By: 
Bob Lindsey, City Manager

By: 
Patrick McClenahan, President & CEO

Attest:

By: 
Martha Torres, MPA, City Clerk

Approved as to form:

for By: , Assistant City Attorney
City Attorney

- | | | |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Scope of Services |
| | Exhibit B | Rate Schedule |
| | Exhibit C | Insurance Requirements |

EXHIBIT "A"



a) Introduction

November 25, 2024

To Whom it Concerns:

342 N. San Fernando Road
Los Angeles, CA 90031
323.223.1211

14565 Lanark Street
Panorama City, CA 91402
818.782.2520

8120 Palm Lane
San Bernardino, CA 92410
909.885.3831

GoodwillSoCal.org

Since 1916, Goodwill Southern California has been at the forefront of creating employment opportunities for the most vulnerable job seekers. Founded by Katherine Higgins in Los Angeles, Goodwill Southern California has focused on inclusion and equity from its inception. In 1928, the organization's service area expanded into Riverside and San Bernardino counties.

Goodwill Southern California provides career and support services to a racially diverse population (79% people of color) from a three-county area of more than 30,000 square miles, which includes 8 employment centers and a large social enterprise network, including more than 80 retail stores. We are proud to be one of the world's most recognized nonprofit brands, scoring the number one spot twice on the World Value Index, and one of the largest nonprofit organizations in Southern California, with over 3200 employees.

RICHARD VILLA
The TCW Group, Inc.
CHAIR

JOHN HWANG
Freeman Spogli & Co.
VICE CHAIR

PETER STARRETT
Peter Starrett Associates
TREASURER

SUSAN STROMGREN
Bank of the West (ret.)
SECRETARY

PATRICK McCLENAHAN
PRESIDENT & CEO

In the enclosed request for funding, we are proposing to partner with the City of La Puente to provide robust Case Management and Wraparound Services to 65 La Puente youth ages 18-30 in 2025-2026. This will be Goodwill Southern California's second year serving the youth of the City of La Puente, after over a century of connecting individuals in the local area to stable, sustainable, long-term employment through our Wraparound Service and employer networks.

Our program address for the proposed program site is:

15010 Badillo St.
Baldwin Park, CA 91706

We are eager to continue and grow our productive partnership with the city of La Puente to ensure success for its promising youth workforce.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick McClenahan'.

Patrick McClenahan
President & CEO
Goodwill Southern California
342 San Fernando Rd.
Los Angeles, CA 90031

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Organization Name: Goodwill Southern California (registered 501c3: Goodwill Industries of Southern California)

Mailing Address: 342 N San Fernando Rd.

Street Address: _____

City: Los Angeles State: CA Zip: 90031

Remit to Address: _____


City: _____ State: _____ Zip: _____

Phone#: (323) 539-2011 FAX #: ()

Vendor Website (if applicable): www.goodwillsocal.org

Name: Patrick McClenahan

Title: President & CEO

Signature:  Date: 11/25/2024

Email: pmcclenahan@goodwillsocal.org



PROPOSAL
YOUTH WORKFORCE DEVELOPMENT PROGRAM
WRAP-AROUND SERVICES

From March 2023 through March 2024, Goodwill Southern California conducted a highly successful CaliforniansForAll Youth Workforce Development Program for 35 youth ages 18-26 in partnership with the city of La Puente. Thanks to the generous funding provided by the city, Goodwill staff were able to offer the participants 900 paid work experience hours and ample job shadowing opportunities, as well as wraparound services including transportation, housing support, educational support, groceries and more. To build upon these successes and focus on the importance of wraparound services to ensuring career success for at-risk youth, **Goodwill Southern California gratefully requests \$250,000 from the City of La Puente**. This funding will allow us to provide case management and wraparound services (also known as “supportive services”) to 65 local individuals in 2025-2026.

Goodwill Southern California has a remarkable history of transforming lives through workforce development, making it one of the most impactful organizations of its kind not only in the region, but in the entire country. Last year, we provided 32,616 services to individuals and placed 7,835 into jobs. With over a century of service to the region and our excellent track record in the CaliforniansForAll Youth Workforce Development Program, Goodwill Southern California is well-positioned to deliver comprehensive wrap-around services for the City of La Puente and build upon last year’s successes. In fact, last year’s program was so high-achieving that over 75% of program participants found permanent, full-time positions in fulfilling careers well before their 900 hours of work experience had even run its course. Today, these program graduates continue to thrive and advance in their new careers, having found stable, well-paying jobs that feature clear pathways for advancement. Says program participant Matthew: *“My experience with the Goodwill Youth Department was incredibly positive. During my time there, I gained valuable skills that supported my continued career search in the water utilities field. I’m truly grateful for the opportunities they provided to youth in my area.”*

Goodwill, like its partner the City of La Puente, understands that placing people into jobs is not enough on its own. Wraparound services are crucial to ensuring that people placed in long-term career pathways have the additional resources and support to succeed in these careers. These services will also address barriers specific to youth who are justice-involved or transitioning from foster care.

Wraparound services that we have provided, and will continue to provide are:

- **Groceries**
- **Transportation** – not only public transit fare, but also car repair assistance, gas assistance. We even bought a participant a scooter!
- **Computers**
- **Housing assistance**
- **Healthcare and dental** - provided through Hacienda La Puente adult school, enabling them to focus on personal and professional growth.



PROPOSAL
YOUTH WORKFORCE DEVELOPMENT PROGRAM
WRAP-AROUND SERVICES

- **Education and coursework** through Rio Hondo College, Mount San Antonio College and Hacienda La Puente Adult School.
- **Nutrition and health services** – via referral to ENKI health services.

Additional wraparound services that we can provide with the full \$250,000 grant award include:

- **Life skills sessions:** financial literacy, time management, and personal resilience.
- **Lyft Concierge and Uber Impact** will increase our participants’ transportation options and mobility. Lyft Concierge and Uber Impact are features within both rideshare companies’ business platforms that allows Goodwill to book rides on behalf of others. This service is often used to arrange transportation for clients who may not have access to the Lyft app or need assistance with scheduling a ride. Uber Impact is a similar opportunity that we have added to our portfolio of services – Goodwill recently closed a deal with them last spring.
- **Coursework and Certificate Programs** (e.g. Leadership, Accounting, Software Programming) from prestigious institutions across the nation provided by Verizon’s Ed X program. <https://partnerships.edx.org/verizon?direct>
- **Substance abuse counseling** – via referral to our partners at L.A. CADA
- **Hygiene kits**

Goodwill maintains strong, long-standing relationships with local institutions including Rio Hondo College, Mount Saint Antonio College, La Puente Valley Community Mental Health Center, ENKI health services in La Puente, L.A. CADA, Hacienda La Puente Adult Education Campus, and many more. We are also proud to introduce innovative, cutting-edge partnerships to support our youth workforce development programs year after year -- such as a new multi-million dollar opportunity provided by Verizon’s EdX that will provide Goodwill’s workforce development participants with thousands of free classes and free tuition for degree certificate programs at hundreds of Universities nationwide.

Goodwill Southern California has 100 years of experience ensuring that at-risk individuals have the resources they need to excel in high-growth, in-demand industries. Therefore, we firmly believe that we have the track record, organizational capacity, fiscal responsibility, and heart required to dramatically increase the wraparound services offered to 65 individuals.

We at Goodwill Southern California firmly believe that our Partnership with the City of La Puente is a shining example of our mission and what we do best: “Transforming Lives Through the Power of Work.” With your support, we can build bridges for the Youth of La Puente that connect them to the jobs they need, and prepare them for the successful careers they deserve.

Thank you for your consideration.

EXHIBIT "B"



d) Cost Estimate - Proposed Program Budget

Agency Name: **Goodwill Southern California**
 Program: **City of La Puente Youth Workforce Development Program Wrap Around Services**
 Proposed Amount: **\$250,000**

Cost Category / Line Item	Proposed Budget	NARRATIVE EXPLANATION OF PROPOSED FUNDING
PERSONNEL COSTS:		
SALARIES	\$ 111,890.00	1 FTE-1 Case Manager to provide Case Management to 65 clients and conduct barrier removal, 1-Business Service Representative @ 50%- will assist in placing 65 clients into permanent employment at end of PWEX, Program Assistant @ 50%-will assist with processing incentives and stipend payments. Program Manager at 10% of their time overseeing, hiring and training staff.
FRINGE BENEFITS	\$ 26,462.00	Staff fringe benefits @ 23.65%
SUBTOTAL: PERSONNEL COSTS	\$ 138,352.00	
OTHER COSTS:		
Facility (Rent / Lease)	\$ 2,500.00	\$208.33/month for 12 months
Utilities (telephone, gas, electricity, water, etc)	\$ 716.00	\$59.66/month for 12 months
Postage, Shipping & Freight	\$ -	0
Office Supplies	\$ 1,500.00	\$125/ month for 12 months
Advertising/Marketing	\$ 1,000.00	\$83.33/ month for 12 months marketing materials
General & Liability Insurance	\$ 4,800.00	\$400.00/month for 12 months-general liability insurance
Travel-related cost (mileage, lodging, meals)-employees	\$ 1,978.00	\$164.83/month for three staff members for 12 months
Tech & Comm (copier, software)	\$ 2,000.00	\$166.66/month for 12 months
Information Technology Allocation	\$ 4,000.00	IT Allocation \$333.33/ month for 12 months
SUBTOTAL: OTHER COSTS	\$ 18,494.00	
PARTICIPANT-RELATED COSTS:		
Wrap-Around Services	\$ 68,154.00	Wrap-around services provided by GSC include but are not limited to transport needs (gas/public transit/rideshare), emergency rent and utilities payments, gift cards to purchase work appropriate clothing, housing, education and certificate programs, and childcare. The exact amount and type of services cannot be determined at this time because they are determined by unique participant needs during their time in the program. We have allocated \$1,048.52/participant in anticipation of these needs.
SUBTOTAL: #2100 - PARTICIPANT-RELATED COSTS	\$ 68,154.00	
INDIRECT COSTS:		
G&A Allocation	\$ 25,000.00	10% Admin
SUBTOTAL: #4000 - INDIRECT COSTS	\$ 25,000.00	
TOTAL	\$ 250,000.00	

YOUTH WORKFORCE DEVELOPMENT PROGRAM WRAP-AROUND SERVICES
SCHEDULE OF PRICES

The undersigned hereby proposes and agrees to furnish all of the materials, labor, equipment, transportation and services related to the Youth Workforce Development Program Wrap-around Services.

Bidders shall provide a detailed proposal of work and include a proposed program budget.

Proposed program budgets shall be included with the bid submission as part of the proposal.

The prices included in the proposal shall include incidental and appurtenant work and materials necessary for satisfactory completion of the work. In the case of discrepancies between words and figures, the words shall govern.

11/25/2024

DATE

Patrick McClenahan

PROPOSER

By:



President & CEO

TITLE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.