



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 3, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of December 3, 2024

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Or via Telephone: **1-669-900-6833** Webinar ID: **875 2793 9648** Passcode: **669791**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-160-064, 253-160-065, 253-160-069, 253-160-070, 261-125-018, 261-125-019 and 261-125-020. Agency Negotiators: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Rick Sullins. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Pouncey v. Silva et al., Fresno Superior Court Case No. 24CCG03764.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cox v. City of Porterville, United States District Court, Eastern District, Case No. 1:24-cv-00878-KES-SAB.

5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases in which facts are not yet known to potential plaintiff.

6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

7 - Government Code Section 54957 - Public Employment: City Manager.

6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Mayor Flores.

Invocation

PRESENTATIONS

Employee of the Month - Laura Torres-Salcido

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

- 1. Approval of Draft Minutes of November 19, 2024**
Re: Considering approval of the City Council draft Minutes of November 19, 2024.
- 2. Authorization to Purchase Youth Arena Soccer Uniforms**
Re: Considering the purchase of youth arena soccer uniforms from ProTime Sports at the price of \$19.45 for youth sizes and \$20.45 for adult sizes for a total estimated cost of \$8,630.75.
- 3. Authorization to Purchase Nine (9) 35-foot CNG Transit Buses from New Flyer**
Re: Consideration to purchase nine (9) 35-foot compressed natural gas (CNG) transit buses from New Flyer at a total cost not to exceed \$7,490,000.
- 4. Authorization to Execute Consultant Contracts - Butterfield Stage Construction Surveying & Staking and Materials Testing**

Re: Consideration to approve the Consultant Service Agreements for the Butterfield Stage Corridor Project, to 4 Creeks Inc., for construction surveying and staking services in the amount of \$175,000, and materials testing and quality control services to RMA GeoScience, in the amount of \$189,000.

5. Authorization to Enter into a General Services Agreement with Blink Network, LLC for the Charging Station Replacement Project

Re: Consideration to approve a General Services Agreement with Blink Network, LLC for the Charging Station Replacement Project located at the Corporation Yard, Transit Center, and Centennial Plaza Parking Lot, at a cost not to exceed \$1,659,426.

6. Authorization to enter into Professional Services Agreement with TKDA for A&E and Construction Management Services for the Zero-Emission Maintenance Facility

Re: Consideration to approve a Professional Services Agreement with TKDA for Architectural and Engineering (A&E) and Construction Management services for the Zero-Emission Maintenance Facility, with a total project cost not to exceed \$2,081,312.

7. Authorization to enter into Memorandum of Understanding (MOU) with Sierra View Medical Center for Coordinated Transportation Services

Re: Consideration to approve a Memorandum of Understanding (MOU) between the City of Porterville and Sierra View Medical Center to provide coordinated transportation services for medical appointments within the Porterville Urbanized Area.

8. Authorization for Continued Participation and Support of the Tulare-Kings County Regional Hazardous Materials Team

Re: Consideration to approve the continuation of the City's participation and support of the Tulare-Kings County Regional Hazardous Materials Team.

9. Approval for Community Civic Event - Haven Dispensary and Food Link for Tulare County - Christmas on Main Street - December 14, 2024

Re: Consideration to approve the Community Civic Event application submitted by Haven Dispensary and Food Link for Tulare County to hold the Christmas on Main Street Event on Saturday, December 14, 2024, from 3:00 PM to 8:00 PM.

10. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts relative to flood event.

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

11. Permanent Local Housing Allocation (PLHA) 5-year Plan Amendment No. 3

Re: Receive public comment on the proposed 5-year Plan Amendment No. 3 for reallocation of funds, and adopt the draft resolution approving Amendment No. 3 to the PLHA 5-year Plan.

SCHEDULED MATTERS

12. Consideration of Establishing a Standing Cannabis Committee

Re: Considering the establishment of a standing committee to serve in an advisory capacity to the City Council.

13. Consideration of a "Merry Christmas" Banner Purchase for Main Street

Re: Consideration of a Christmas banner purchase for banner poles on Main Street, at the corner of Main Street and Cleveland Avenue.

14. Consideration of Adoption of Resolution Approving the City of Porterville's Position Pay Plans for 2020-2024

Re: Consideration to adopt the draft Resolution approving the City of Porterville's Position Pay Plans for 2020-2024.

AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

1. Tulare County Task Force on Homelessness - November 20, 2024

2. Library Facility Planning Committee Meeting - November 21, 2024

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of December 10, 2025, at 5:30 p.m.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Approval of Draft Minutes of November 19, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of November 19, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of November 19, 2024.

ATTACHMENTS: 1. Draft Minutes of November 19, 2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver:

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 19, 2024, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Raymond Beltran, Council Member Donald Weyhrauch, Vice Mayor Kellie Carrillo, Mayor Martha A. Flores

Absent: Council Member Greg Meister

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 – Liability Claim: Claimant: Guadalupe Herrera. Agency claimed against: City of Porterville.

2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Tulare County Regional Transit Agency and Abul Hassan, Tulare County Superior Court Case No. VCU312913, and related cross-action.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Pastor Isabel Vela v. Porterville Police Department, Tulare County Superior Court Case No. PCU311765.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Amber Moreno v. City of Porterville et al., U.S. District Court, Eastern District, Fresno Division, Case No. 1:21-CV-00865-JLT-BAM.

5 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiffs.

6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

**6:36 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-1, as follows:

A-1. On a MOTION made by Council Member Raymond Beltran, and SECONDED by Vice Mayor Kellie Carrillo the City Council rejected the claim filed by Guadalupe Herrera.

AYES: Beltran, Weyhrauch, Carrillo, Flores
NOES: None
ABSTAIN: None
ABSENT: Meister

Documentation: M.O. 01-111924

Disposition: Claim rejected.

The Pledge of Allegiance was led by Vice Mayor Carrillo.

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, expressed his concern regarding the city's potential purchase of a holiday banner, emphasizing that it should be non-secular in nature.
- Ador Cardenas, Porterville Chamber of Commerce, spoke of upcoming events that will be hosted by the Chamber.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - November 7, 2024

Vice Chair Arlene Pena reported on several recent events, including the Halloween Home Decorating Contest and the Veterans Day Run. She also provided information about upcoming events, such as the 45th Annual Christmas Tree Lighting Ceremony, Youth Arena Soccer Registration, the Zalud House Candlelight Tours, and the Annual Senior Christmas Luncheon.

2. Library & Literacy Commission - November 12, 2024

Commissioner Edith La Vonne reported on an art project that was conducted by Porterville College, and reported on participation statistics for October for various events such as Virtual Story Time, Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring your own day game, and several other programs that were also held.

3. Arts Commission – September 10, 2024

Commissioner Bonnie Boyd reported on a discussion regarding public engagement and design standards for Main Street and its intersections. The conversation focused on various ideas and art concepts that the commission believes should be incorporated into the reconstruction of Main Street.

4. Animal Control Commission – No report was provided.

5. Youth Commission - November 13, 2024 – No report was provided.

6. Transactions And Use Tax Oversight Committee (TUTOC) – No report was provided.

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - October 2024

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Raymond Beltran that the City Council approve Items Nos. 1-17.

AYES: Beltran, Weyhrauch, Carrillo, Flores
NOES: None
ABSTAIN: None
ABSENT: Meister

1. APPROVAL OF DRAFT MINUTES OF NOVEMBER 5, 2024

Recommendation: That the Council approve the draft Minutes of November 5, 2024.
Documentation: M.O. 02-111924
Disposition: Approved.

2. AUTHORIZATION TO REPAIR CITY WELL NO.15

Recommendation: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Carver Pump for an amount not to exceed \$11,518 (inclusive of all parts, taxes, and contingency) for the replacement parts for City Well No. 15; and
2. Direct the Finance Director to make payment to Carver Pump upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 03-111924
Disposition: Approved.

3. AUTHORIZATION TO REPLACE POLICE VEHICLE

Recommendation: That the City Council:

1. Authorize staff to purchase one 2024 Ford Explorer Police Interceptor for \$48,460.00 plus tax, license, and fees; and
2. Authorize staff to purchase emergency equipment, including Motorola radio, for \$23,932.29 and provide payments upon satisfactory delivery of the police vehicle and upfit of the emergency equipment.

Documentation: M.O. 04-111924
Disposition: Approved.

4. AUTHORIZATION TO AMEND APPROVED PURCHASE OF ROUTEWARE WASTE COLLECTION EQUIPMENT IN-CAB TECHNOLOGY AND BILLING SYSTEMS

Recommendation: That the City Council:

1. Approve the updated and corrected annual project cost of in-cab technology and billing systems for the Refuse Division at an initial one-time cost of \$150,871.60 (including a 10% contingency), and a recurring annual subscription fee of \$226,899.84;
2. Approve the purchase of the Routeware portion of the project (hardware, professional services, and monthly subscriptions) through the Houston-Galveston Area Council (HGACBuy) cooperative purchasing program, with a total purchase order amount of \$320,951.60 for the first year (one-time cost of \$139,871.60 plus an annual recurring cost of \$181,080.00);
3. Approve the purchase of the Recyclist and ReCollect portions of the project (customer engagement, program tracker and data services) through the Sourcewell cooperative purchasing program, with a total purchase order amount of \$56,819.84 for the first year (one-time cost of \$11,000.00 plus an annual recurring cost of \$45,819.84);
4. Authorize the Public Works Director to enter into a contract for a three-year term with an automatic renewal clause for successive one-year terms, with the option for the City to opt out by providing written notice 30 days prior to renewal;
5. Approve the procurement of the in-cab technology system through the HGACBuy and Sourcewell cooperative purchasing programs, as authorized by California Government Code § 6502 and City of Porterville Resolution No. 35-93; and
6. Authorize the Finance Director to make any necessary budget amendments or transfers to effectuate this purchase.

Documentation: M.O. 05-111924

Disposition: Approved.

5. AUTHORIZATION TO REJECT ALL BIDS FOR MINI SIDE LOAD REFUSE TRUCK RFP NO. 24-25-SR1985 AND REISSUE WITH REVISED SPECIFICATIONS

Recommendation: That the City Council:

1. Reject all bids submitted for RFP No. 24-25-SR1985; and
2. Direct staff to reissue the RFP with updated project specifications to align with budgetary requirements.

Documentation: M.O. 06-111924

Disposition: Approved.

6. AMENDMENT NO. 1 TO 4CREEKS, INC. NEWCOMB STREET & MULBERRY AVENUE TRAFFIC SIGNAL DESIGN SERVICE AGREEMENT

Recommendation: That the City Council:

1. Authorize the Engineering & Project Management Director to execute Addendum No. 1 to the 4 Creeks, Inc. Service Agreement at an agreed upon fee of \$10,861 for the services described herein; and
2. Authorize progress payments up to one hundred percent (100%) of the fee amount.

Documentation: M.O. 07-111924

Disposition: Approved.

7. AUTHORIZATION TO ENTER INTO GENERAL SERVICES AGREEMENT WITH WESTERN PUMP, INC. FOR FUEL SYSTEM UPGRADES

Recommendation: That the City Council:

1. Approve the General Services Agreement between the City of Porterville and Western Pump, Inc. for the Fuel System Upgrades Project at a total project cost not to exceed \$365,000; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents, subject to final review by the City Attorney.

Documentation: M.O. 08-111924

Disposition: Approved.

8. AUTHORIZATION TO ENTER INTO GENERAL SERVICES AGREEMENT WITH NORTHERN UNITED FENCE FOR SECURITY FENCING PROJECT

Recommendation: That the City Council:

1. Approve the General Services Agreement between the City of Porterville and Northern United Fence for the Security Fencing Project at a total project cost not to exceed \$150,000; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents, subject to final review by the City Attorney.

Documentation: M.O. 09-111924

Disposition: Approved.

9. AUTHORIZATION TO ENTER INTO GENERAL SERVICES AGREEMENT WITH BIGBELLY SOLAR, LLC FOR TRASH RECEPTACLES PROJECT

Recommendation: That the City Council:

1. Approve the General Services Agreement between the City of Porterville and Bigbelly Solar, LLC for the Trash Receptacles Project at a total project cost not to exceed \$270,000; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents, subject to final review by the City Attorney.

Documentation: M.O. 10-111924

Disposition: Approved.

10. REQUEST FOR AUTHORIZATION TO EXTEND THE ZERO-FARE PROGRAM FOR PUBLIC TRANSPORTATION SERVICES

Recommendation: That the City Council:

1. Approve the extension of the Zero-Fare Program for fixed-route and ADA paratransit services until June 30, 2025;
2. Authorize staff to adjust operational procedures as needed and communicate the program's continuation to the public; and
3. Direct staff to monitor the program's impacts and provide a final report at the end of the extension period.

Documentation: M.O. 11-111924

Disposition: Approved.

11. REAUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH CLEAN ENERGY FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION MAINTENANCE SERVICES WITH FTA TERMS AND CONDITIONS

Recommendation: That the City Council:

1. Approve the revised professional services agreement with Clean Energy for the maintenance of the City's CNG fueling station, incorporating all required FTA terms and conditions; and
2. Authorize the Mayor, or designee, to execute the revised agreement and any related documents on behalf of the City of Porterville.

Documentation: M.O. 12-111924

Disposition: Approved.

12. UPDATE AND APPROVAL OF FY 2023 AND FY 2024-25 TRANSIT PROGRAMS AND TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIMS

Recommendation: That the City Council:

1. Rescind Resolution No. 54-2024 from August 6, 2024, and approve the updated FY 2023 TDA Claim; and
2. Approve the updated allocations for the FY 2024-25 Transit Program of Projects; and
3. Direct staff to implement these changes and ensure compliance with funding and program requirements.

Documentation: Resolution No. 84-2024

Disposition: Approved.

13. COOPERATIVE AGREEMENT WITH TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR SB 125 PROGRAM FUNDING

Recommendation: That the City Council:

1. Approve the attached Cooperative Agreement with the Tulare County Association of Governments (TCAG) for SB 125 Program funding; and
2. Authorize the City Manager or designee to execute the agreement on behalf of the City.

Documentation: M.O. 13-111924

Disposition: Approved.

14. REQUEST FOR WILL SERVE LETTER - 1065 E. CLEO AVE.

Recommendation: That the City Council adopt the draft resolution approving the second water service connection at 1065 E. Cleo Avenue.

Documentation: Resolution No. 85-2024

Disposition: Approved.

15. APPROVAL OF COMMUNITY CIVIC EVENT - ROTARY CLUB OF PORTERVILLE AND PORTERVILLE CHAMBER OF COMMERCE - CHILDREN'S CHRISTMAS PARADE – DECEMBER 5, 2024 (ALTERNATIVELY ON DECEMBER 12, 2024, IN THE EVENT OF RAIN)

Recommendation: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Rotary Club of Porterville and the Porterville Chamber of Commerce to hold the

Children's Christmas Parade on December 5, 2024, or alternatively on December 12, 2024, in the event of rain, subject to the requirements and restrictions that are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B and Exhibit C.

Documentation: M.O. 14-111924

Disposition: Approved.

16. COUNCIL MEMBER REQUESTED AGENDA ITEM - CONSIDERATION OF "MERRY CHRISTMAS" BANNER FOR MAIN STREET

Recommendation: That the City Council approve Council Member Beltran's request to consider the purchase and installation of a "Merry Christmas" banner for Main Street as a scheduled matter at its meeting of December 3, 2024.

Documentation: M.O. 15-111924

Disposition: Approved.

17. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

Documentation: M.O. 17-111924

Disposition: Approved.

SECOND READINGS

18. SECOND READING - ORDINANCE NO. 1908, AMENDING SERIES 200 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council give Second Reading to Ordinance No. 1908, waive further reading, and adopt said Ordinance.

City Manager Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Donald Weyhrauch that the City Council give Second Reading to Ordinance No. 1908, being an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200, SECTION 201.02 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE RESIDENTIAL

ZONE DISTRICTS, waive further reading, and adopt said Ordinance.

AYES: Beltran, Weyhrauch, Carrillo, Flores
NOES: None
ABSTAIN: None
ABESENT: Meister

Documentation: Ordinance No. 1908
Disposition: Approved.

SCHEDULED MATTERS

19. CONSIDERATION OF ESTABLISHING A STANDING CANNABIS COMMITTEE

Recommendation: That the City Council:

1. Abolish the Ad Hoc Cannabis Committee; and
2. Provide direction to staff concerning the establishment of a standing Cannabis Committee.

City Manager Hildreth introduced the item and presented the staff report.

Members of council reached a consensus that the Ad Hoc Cannabis Committee has fulfilled its intended purpose and should be abolished. Council agreed that a standing committee should be established to function on a long-term basis, with more consistent mandates and be a Brown Act body, that would convene on an as needed basis. Furthermore, the council members concurred that the composition of this standing committee should be limited to members of the council and city staff assigned by the City Manager or their designee.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Donald Weyhrauch that the City Council approve abolishing the Ad Hoc Cannabis Committee and directed staff to bring forward a draft resolution to establish a standing cannabis committee to be comprised members of council and city staff.

AYES: Beltran, Weyhrauch, Carrillo, Flores
NOES: None
ABSTAIN: None
ABSENT: Meister

Documentation: M.O. 17-111924
Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC) - November 6, 2024

Council Member Beltran provided updates on several items of interest such as the approval of the Minutes, the budget, Navigation Center, a Halloween Event hosted by Kingsview, and the Winter Coat giveaway.

2. CalVANS – November 14, 2024

No report was provided as there was no meeting held.

2. Porterville Area Development Authority (PADA)- November 15, 2024

Council Member Beltran reported on the approval of Minutes, several reports, and action items related to the City's reimbursement to the Tule River Tribe for eligible expenses related to both the Tertiary Treatment Wastewater Facility and Storm Drain Retention Basin surrounding the Porterville Airport Area.

3. Tulare County Association of Governments (TCAG) - November 18, 2024

No report was provided as there was no meeting held.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran expressed gratitude to the staff for the evening's agenda, thanked the community for a successful Veterans Day Parade, mentioned his attendance at the Elks Lodge Veterans Dinner, and wished everyone Happy Holidays.
- Council Member Weyhrauch shared echoed the sentiments expressed by Council Member Beltran regarding the Veterans Day Parade. He also inquired about the color scheme of the city logo in relation to a transit item in the agenda. Additionally, he recounted an experience he had with an E-bike rider and emphasized that it is a wonderful time to celebrate the holidays and extended his wishes for a Happy Thanksgiving to everyone.
- Vice Mayor Carrillo noted that November is Native American Heritage Month and acknowledged the hard work of various city departments in serving the community and spoke about the upcoming Veterans Day Run. She also thanked Council Member Beltran for his updates on LINC and expressed gratitude to Assistant City Manager Mike Knight for his efforts in promoting water conservation. Additionally, she recognized her daughter, Jenny, who was in attendance at the meeting.
- Mayor Martha A. Flores discussed her recent participation in several events, including the police department's Badge Pinning Ceremony, the Southern California Edison Multicultural Event, the Mothers Against Gang Violence event, the Veterans Day Parade, the Elks Lodge Veterans Dinner, and an upcoming Homeless Task Force Meeting and Annual Awards Banquet.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 7:31 p.m. to the meeting of December 3, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to Purchase Youth Arena Soccer Uniforms

SOURCE: Parks and Leisure Services

COMMENT: Arena Soccer is an annual youth sports program administered by Parks and Leisure Services that takes place at the Porterville Sports Complex from February to April. Registration to participate is offered for youth ages 5-13. A portion of the \$70 registration fee covers the cost of a jersey, shorts and socks. Participation in this sport continues to be in high demand with nearly 400 players each season, as age divisions typically fill up the first day of registration.

For comparison, staff requested quotes from three businesses for the production of the 2025 uniforms, which would include a jersey, shorts, and a pair of socks for each player. The specifications include jerseys of varying colors for each team, the City of Porterville soccer logo, and a number on the back of each jersey. The jersey is two-colors and made of 100% polyester performance fabric. The shorts are also made from a 100% polyester performance fabric. The socks are 80% acrylic/ 20% nylon with a fold over cuff. Due to the varying sizes of registered players, jerseys are ordered both in youth and adult sizing. Uniforms are quoted in per-unit price due to the fact that the exact number of youth and adult sizes needed will not be known until all registration has taken place. The quotes were consistent with the requirements of the specifications as detailed in the request. Below are the estimated costs, including sales tax, for 400 players (estimated 70% youth and 30% adult sizes) calculated based on the per-unit price:

- ProTime Sports, Inc: Youth \$19.45, Adult \$20.45
Total estimated cost \$8,630.75
- SCORE Sports: Youth \$20.95, Adult \$22.95
Total estimated cost \$9,439.20
- BSN Sports: Youth \$28.75, Adult \$28.75
Total estimated cost \$12,587.79

The order is not made until as close to the first games as possible due to inevitable roster moves. Vacated roster spots are filled from waitlists with the new player possibly having a different uniform size than the

youth no longer playing. Final costs may vary depending on the exact number of youth and adult sizes required. The expenditure for the uniforms is recovered from the registration fees. ProTime Sports has supplied the City's arena soccer uniforms for the past several years.

RECOMMENDATION: That the City Council authorize the purchase of the 2025 Arena Soccer uniforms from ProTime Sports at the price of \$19.45 for youth sizes and \$20.45 for adult sizes for a total estimated cost of \$8,630.75.

ATTACHMENTS: 1. Youth Soccer Uniform Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



18289 Olympic Ave South, Seattle, WA 98188 ♦ Toll Free: 800-575-1603

2024/2025 Uniform Proposal

City of Porterville Soccer League

The following is proposed pricing for 2024/2025 City of Porterville Soccer League. Please recognize this is an initial proposal and can be customized to best suit the needs and requirements for City of Porterville.

PLAYER KITPAK

-Included Per Player:

- Selected Jersey Style from Protime Line including a one-color or two-color City of Porterville Logo and a one-color sequential numbers on back. Printing will match trim color.
- Style 3201 - St. Louis Short
- Style 7101 - All Sport Sock

3036 Scottsdale Jersey

YOUTH: \$19.45, ADULT: \$20.45

Protime Sports

Andrew Mead – Regional Sales Manager

800-575-1603

DATE: 12/01/2025

QUOTE FOR City of Porterville Soccer Uniforms



Prepared for:

Tori Berry
vberry@ci.porterville.ca.us

Prepared by:

Jacqueline Guerrero
20701 Manhattan Place
Torrance, CA 90501
310-847-6364
Jacqueline@scoresports.com

Date: 9/27/2024

Acct No. 444499

Valid for 30 Days
Based on 250 Players

UNIFORMS



Available in sizes Youth XS - Adult XL. Extended sizes available. \$2.00 charge per "X" after "XL"

ITEM	DESCRIPTION	PRICE
ICELAND 248 KIT	- Jersey Available in 22 Colors - Classic V-neck - Set-in Sleeves	\$20.95 YOUTH
		\$22.95 ADULT
Package Includes: 800 Solid Socks 117A Sydney Shorts		
LOGO & NUMBER CHARGES 3.5" White/Black City Logo @ Left Chest 8" Outline Number on Back		
		Included
		Included

ADDITIONAL FEES

	PRICE
• FREIGHT CHARGE (UPS Ground Shipping)	TBD
• California STATE TAX 9.25%	TBD
- if you have a sales tax exemption certificate, please provide a copy prior to placing your order	

MISC. NOTES

- Standard consecutive 8" white/black outlined numbers are included with price.
There is an additional fee of \$3.50 per application for front, specific, or colored numbers.
- Production time is 8-10 BUSINESS DAYS after receipt of approved order and purchase order.
- All add-on uniform orders will be at the same price.
- Please allow an **ADDITIONAL 2 BUSINESS DAYS** for delivery via **UPS GROUND**.
Expedited shipping is available at an additional cost. Rates are determined by weight and speed of delivery.
- Other terms and conditions may apply. Please see catalog for details.**





PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep
Stein Velarde Email: svelarde@bsnsports.com | Phone: 559-920-8982

Sold to
1061741
CITY OF PORTERVILLE
ACCOUNTS PAYABLE
291 NORTH MAIN STREET
PORTERVILLE CA 93257

Ship To
9092338
CITY OF PORTERVILLE PARKS
TORI BERRY
15 EAST THURMAN
PORTERVILLE CA 93257
USA

Payer
1061741
CITY OF PORTERVILLE
ACCOUNTS PAYABLE
291 NORTH MAIN STREET
PORTERVILLE CA 93257

Quote

Cart #: 104908-
Purchase Order #: ARENA SOCCER 2025
Cart Name: AutoSave Cart
Quote Date: 09/25/2024
Quote Valid-to: 10/31/2024
Payment Terms: NT30
Ship Via:
Ordered By: TORI BERRY

Item Description	Qty	Unit Price	Total
3KWH-STRIKER TEE Item # - BA4176 SML 42	42 EA	\$ 20.00	\$ 840.00
4KWH-STRIKER TEE Item # - BA4176 SML 42	42 EA	\$ 20.00	\$ 840.00
5KWH-STRIKER TEE Item # - BA4176 SML 42	42 EA	\$ 20.00	\$ 840.00
6KWH-STRIKER TEE Item # - BA4176 SML 42	42 EA	\$ 20.00	\$ 840.00
7KWH-STRIKER TEE Item # - BA4176 SML 42	42 EA	\$ 20.00	\$ 840.00
8KWH-STRIKER TEE Item # - BA4176 SML 40	40 EA	\$ 20.00	\$ 800.00
Black-7 INCH C2 PERFORMANCE SHORT Item # - BA5127 SML MED LRG XLG 2XL 50 50 50 50 50	250 EA	\$ 6.00	\$ 1,500.00
Varsity-All Sport Socks-Varsity Item # - C20V Black Royal Scarlet White Dark Green Maroon 4 4 4 4 4 4	24 DZN	\$ 33.00	\$ 792.00

Subtotal:	\$7,292.00
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$7,292.00
Payment/Credit Applied:	\$0.00
Order Total:	\$7,292.00



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to Purchase Nine (9) 35-foot CNG Transit Buses from New Flyer

SOURCE: Public Works

COMMENT: The Transportation Department seeks authorization to purchase nine (9) 35-foot Compressed Natural Gas (CNG) transit buses from New Flyer to meet the growing demand for environmentally sustainable and efficient transit services. The new buses will enhance the City's transit fleet, supporting cleaner energy goals and improving service reliability for our residents.

Staff received the following two bids from qualified vendors:

Vendor	Based Bid per Bus
New Flyer	\$810,990.45
Gillig	\$819,973.00

Staff determined that New Flyer offers the most competitive pricing while meeting all specified requirements.

As a member of the California Association for Coordinated Transportation (CalACT), it is staff's recommendation to utilize the CalACT/Basin Transit Purchasing Cooperative under RFP #23-01 to streamline procurement and secure competitive pricing. This cooperative purchasing arrangement allows for cost savings and aligns with the City's procurement policies by providing access to pre-negotiated terms and contract pricing.

This project is funded 80% by the Federal Transit Administration (FTA) with a required 20% local match. Funding sources include:

\$5,440,000 from FTA grant #CA-6260-2
\$552,000 from FTA grant #CA-2023-206
\$1,498,000 from Local Transportation Funds (LTF)
The total project budget is \$7,490,000.

This project is listed in the approved program of projects and the Federal Transportation Improvement Program (FTIP). The FTIP is a federally

mandated program that includes highway, transit, and other surface transportation projects. Inclusion in the FTIP ensures alignment with federal requirements for transportation funding and supports regional and national transit priorities.

The buses are expected to be delivered in the second quarter of 2026, with a comprehensive implementation plan that includes warranty coverage, training, and support services as outlined in New Flyer's proposal.

RECOMMENDATION: That the City Council:

1. Approve the purchase of nine (9) 35-foot CNG transit buses from New Flyer under the CalACT/Basin Transit Purchasing Cooperative, RFP #23-01, for a total amount not to exceed \$7,490,000; and
2. Authorize the Transportation Department to coordinate with New Flyer on delivery schedules, warranty provisions, and any training requirements to ensure successful integration into the transit fleet.

ATTACHMENTS:

1. CalACT-Basin RFP #23-01 HD
2. CalACT-New Flyer 23-01 Contract 07312024
3. New Flyer Proposal
4. Gillig Proposal

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



**Request for Proposal
Joint Procurement for
Heavy Duty Transit Vehicles (BEB, FC and ICE Buses)
On behalf of Participating California Agencies collected by the California Association for
Coordinated Transportation (CalACT)**

RFP No. 23-01 REV 5

May 2024

(Final)

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Purpose of the Procurement and Period of Performance

The purpose of this joint procurement is to procure Heavy Duty Transit Vehicles. Basin Transit (“Agency”) is the lead agency for the solicitation on behalf of the other participants in the joint procurement. BASIN TRANSIT (formerly Morongo Basin Transit Authority) further reserves the unilateral right to assign vehicles under this procurement to any other public agency, government entity or non-profit organizations performing governmental services under intergovernmental contracting procedures. The agencies that are listed in **Appendix C** have identified their reasonably expected needs during their respective service planning processes and will have the ability to purchase vehicles for the term of the contract. Following contract award, the California Association for Coordinated Transportation (“CalACT”) shall provide contract administration activities related to the joint procurement. BASIN TRANSIT retains the right to self-assignment and administration of its own and its subrecipient acquisitions. The resulting contract may only be modified or amended by written action of BASIN TRANSIT.

The initial period of performance shall be one (1) year. Basin Transit shall have the unilateral right to extend the period of performance for four (4) one-year options under the provisions of SP 3.

NR 2. Description of the Work to be Done

The Agency requests Proposals for the manufacture and delivery of Transit vehicles under the joint procurement in accordance with the terms and conditions set forth in RFP No. 23-01. A single Contract will be executed by BASIN TRANSIT acting on behalf of the all participants. Ordering agencies issue individual purchase orders against the basic contract as funding becomes available to the agencies during the life of the contract. The purchase orders would reflect the basic contract unit prices and reference the basic contract for other terms and conditions.

Specifically, the Agency is requesting proposals and pricing for the following types of buses: ICE (CNG and diesel) Zero Emission (Battery electric and Fuel Cell) vehicles. The buses are to be current model year factory production vehicles which are to be titled as new vehicles with less than 3000 miles. All parts used to modify and convert the vehicle for transit use are also to be brand new.

Proposal due Date and Submittal Requirements

Proposals must be received by Due Date/s specified in IP 2

1. Sealed Proposals shall be submitted to following address:
Basin Transit
62405 Verbena Road
Joshua Tree, California 92252
2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency's Proposal number and the solicitation title: RFP No. 23-01, Joint Procurement for Heavy Duty Transit Vehicles.
3. Proposers are requested to submit to the Agency one hard copy marked "Original," and eight (8) marked and labeled USB thumb drives, each containing an electronic PDF copy of the Proposal and all required Excel files and Buy America documents. Files are to be formatted to include Optical Character Recognition (OCR) so items can be searched. In case of any discrepancies, the hard copy shall be considered by the Agency in evaluating the Proposal, and the electronic version is provided for the Agency's administrative convenience only. Electronic Files are to be organized into subfolders for Technical Package, Price, Qualifications and Confidential Items as more thoroughly described in Section 9. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected.

Firms that intend to propose multiple vehicle manufacturer lines may consolidate their electronic responses into eight (8) single high-capacity drives provided that the media is labeled with Dealer/Manufacturer name, RFP 23-01" and the electronic files are organized into subfolders with file names by manufacturer and type of file.

Example: Main Folder named "Acme Bus," containing subfolders for "Acme Class A-C Proposal," "Acme Class A-C Price Worksheet," "Acme A-C Class Buy America Worksheet," "Acme Buy America Cost Documentation," "Acme Vehicle Information Worksheet" etc.

In its letter of transmittal, the Proposer is to identify its primary point of contact for follow up inquiries as part of the evaluation process.

NR 3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of two hundred ten (210) days.

NR 4. Pre-Proposal Meeting Information

See IP 5, for meeting details.

Pre-Contract Contracting Officer's Contact Information:

Name: Mr. Joe Meer

Title: Director of Cooperative Purchasing Programs

Address: 62504 Verbena Road, Joshua Tree, CA 92252

Phone number: 760-285-3479

E-mail: joe@basin-transit.com

Fax number: 760-366-2445

Identification of Source of Funding

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), and/or the State of California, California Department of Transportation (CalTrans) and other sources of local and state public funding.

Signed and Dated for Posting

Signature/Title

Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Background Information

This solicitation is a joint procurement for the manufacture and delivery of Heavy Duty Transit vehicles which may be ordered by public agencies collected by CalACT that have specifically entered into this joint procurement. Individual orders may include and consist of optional features, spare parts, training materials and manuals.

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with specific minimum and maximum quantities for the total number of vehicles to be potentially ordered during the contract period.

The minimum and maximum quantities established for the contract period are:

Total (5 year) Minimum	1135
Total (5 year) Maximum	4848

These figures represent the foreseeable needs of the listed Agencies shown on Appendix C. ONLY these agencies shall be able to be order or assign vehicles from this joint procurement. Neither BASIN TRANSIT, CalACT or any other participant guarantee the purchase of any particular model or configuration of vehicle offered. Because multiple awards are contemplated, no individual vendor receiving an award based on this procurement cannot be guaranteed a minimum number of sales. Orders shall be placed on an as-needed basis. Should a vendor receive no orders for any of its models or configurations under its collective contracts resulting from this solicitation, BASIN TRANSIT shall provide upon request a contract minimum payment of \$100.

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- RFP Release: **Friday, November 17, 2023.**
- ZEB Pre-Proposal Zoom Meeting: **Monday, December 11, 2023. 0900 PST. Contact Joe@Basin-Transit.com for access link and agenda.**
- Proposer communications and requests: **Friday, January 19, 2024**
- Responses to Proposer's communications and/or Agency addenda: **Friday, February 23, 2024 (Issued February 5, 2024)**
- **Proposals Due Date: Tuesday, April 12, 2024, 5 pm**

- ZEB Buy America Post Proposal Zoom Meeting: **TBD**

IP 3. Obtaining Proposal Documents

Proposal documents may be obtained from Basin Transit electronically at [www. Basin Transitbus.com](http://www.BasinTransitbus.com). Documents requested by mail shall be packaged and sent postage paid. Documents requested by courier shall be packaged and sent only at the Proposers' expense.

IP 4. Proposal Security Requirements – None

IP 5. Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held electronically on **at the time and date specified in IP2**. Prospective Proposers are urged to make every effort to attend this meeting. This is for prospective proposers only; the meeting is not for suppliers or subcontractors. Please contact joe@basin-transit.com for access to the meeting and identify your attendees.

The meeting is informational and not a Q&A session. Questions should be sent in writing to BASIN TRANSIT, using the RFA process and form. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency.

IP 6. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in “Proposed Schedule for the Procurement,” Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception shall result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or Agency law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the Agency within the time period specified above.

IP 7. Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency’s sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

IP 8. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has submitted a goal to the Federal Transportation Administration (FTA) and it has not been disapproved. In addition, TVMs are to submit to grantees a copy of their FTA approval letter along with the TVM certifications. Failure to maintain TVM Status through the term of the contract, may result in termination of the contract.

IP 9. Conditions, Exceptions, Reservations or Understandings

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

IP 10. Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

IP 10.1 Address

All protests must be addressed as follows:

- Agency Contact: Mr. Joe Meer
- For U.S. Mail, special delivery or hand delivery:
Basin Transit
62405 Verbena Road
Joshua Tree, CA 92252

Protests not properly addressed to the address shown above may not be considered by the Agency.

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Mr. Joe Meer, Basin Transit, 62405 Verbena Road, Joshua Tree, CA 92252, 760-366-2986. Proposals shall be opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

IP 10.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the Agency's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the Due Date for Proposals in a manner that provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

IP 10.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award. This notice shall be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in "Address,"

above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

IP 10.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation's designee, The California Department of Rail and Mass Transit (CalTrans) pursuant to the procedures provided in the FTA C 4220.1F or its successor. CalTrans/FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

IP 11. Preparation of Proposals

IP 11.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

IP 11.2 Alternate and Multiple Proposals

A Proposer may submit multiple proposals. However, each proposal may only contain information for one vehicle. Proposers are expressly prohibited from submitting a single proposal covering multiple vehicles.

IP 11.3 Proposal Format Requirements

Proposals shall be submitted in four separately sealed packages identified below. In this case, the contents of Package 1, Package 3 and Package 4 may be "combined" into a single package and can be placed in a single binder. 3 ring binders to be used marked with Proposers name, Manufacturer and Line Item bid on cover and spine of folder. Each package shall be marked as specified below and shall contain all of the Proposal documents for which the package is required to be marked and shall include no other documents. **Package 2, Price Proposal Requirements, must be submitted separately in a marked sealed package.** These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Package 1: Technical Proposal Requirements

1. Letter of Transmittal
2. Acknowledgement of Addenda – CER 3
3. Contractor Service and Parts Support Data – CER 4. In addition, the Proposer should include a detailed description of support resources available for the proposed vehicles. Include an overview of available training, parts locations and availability, help lines and service assistance resources proposed.

4. Vehicle Questionnaire – CER 9, Appendix J, Vehicle Questionnaire, Appendix I, Service/Parts Center and Plant Questionnaires, Appendix H, References List, submit Hardcopy and excel sheets.
5. Manufacturing facilities plant layout including a narrative or list of the work being done at each station.
6. Typical delivery schedule from date of order placement
7. Warranty Provisions and Service/Warranty Administration Plan. Each Proposer shall provide the proposed warranty for their vehicle and the major components. This information shall be submitted on the form provided for this purpose. In addition, the Proposer is to submit a narrative on how warranties shall be handled, the forms, the process, etc.
8. Quality Assurance Procedures

Package 2: Price Proposal Requirements

Each Price Proposal shall be on the prescribed Proposal form(s) and shall be for the entire Contract, including all Proposal items.

1. Letter of Transmittal
2. Price Worksheet (including but not limited to such pricing elements as optional bus features). Note: Subject to the provisions of SP 4, Pricing, the selected Contractors shall agree to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award. **Pricing is to be proposed on a pre-tax basis. Taxes applicable to the purchaser shall be paid as a pass-through cost, without mark-up or additional fee.**

The Proposer is required to complete and execute the Agency's Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be responsible for making tax payments on a timely basis, subject to reimbursement as noted above. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.

Package 3: Qualification Package Requirements

1. Pre-Award Evaluation Data Form - CER 6
2. If the Proposer is not the vehicle manufacturer, the Proposal must include a confirmation from the vehicle manufacture that the Proposer is a bona-fide authorized factory dealer for the manufacture of the vehicle.
3. A copy of the three (3) most recent financial statements of the Proposer. **Statement of Current Financial Condition.**
4. Letter(s) for insurance, indicating the manufacturer and/or the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements
5. Proposal Form – CER 2.0

6. All Federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards, Tax and Felony Conviction certifications. – CER 1.1 – 1.8
7. Copy of the FTA's letter of the TVM's DBE goal showing either approval of the DBE goal or not disapproval.

Package 4: Proprietary/Confidential Information Package Requirements

The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, it shall indemnify, defend, and hold harmless the Agency from any legal action arising from such a declaration.

IP 11.4 Agency Treatment of Proprietary/Confidential Information

Access to government records is governed by the laws of the State of California. Except as otherwise required to be disclosed by applicable State law, the Agency shall exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as

defined in or pursuant to the California Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Agency in its sole discretion — bears appropriate notices relating to its confidential character.

IP 11.5 Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone, facsimile (fax) numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. The proposer shall submit evidence of the official's authority to act for and bind the Proposer in all matters relating to the Proposal. (In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

IP 11.6 Modification or Withdrawal of Proposals

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the Proposal Due Date, is specifically requested by the Agency, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in "Duration of the Validity of Proposals," or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

IP 11.7 Cost of Proposal Development

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

IP 12. Proposal Evaluation, Negotiation and Selection

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to

determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the “best offer.”

Subject to the Agency’s right to reject any or all Proposals, the Proposer or Proposers whose Proposal or Proposals are found to be most advantageous to the Agency shall be selected, based upon consideration of the criteria of “Proposal Selection Process,” below.

IP 12.1 Confidentiality of Proposals

Proposals shall not be publicly opened. All Proposals and evaluations shall be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other Agency officials, employees and agents having a legitimate interest shall be provided access to the Proposals and evaluation results during this period.

IP 12.2 Duration of the Validity of Proposals

Proposals and subsequent offers shall be valid for the period stated in “Section 1: Notice of Request for Proposals.” The Agency may request Proposers to extend the period of time specified herein by written agreement between the Agency and the Proposer(s) concerned.

IP 12.3 Evaluation Committee

An Evaluation Committee, which shall include officers, employees and agents of the Agency and/or other participating agencies, shall be established. The Evaluation Committee shall carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations and making the selection of the Proposer, if any, that may be awarded the Contract.

The Evaluation Committee may report its recommendations and findings to the appropriate Agency individual or body responsible for awarding the Contract.

IP 12.4 Proposal Selection Process

The following describes the process by which Proposals shall be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

“Qualification Requirements” specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer’s qualification shall be made based upon all information received during the evaluation process and as a condition for award.

“Proposal Evaluation Criteria” contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer shall be considered for selection. An award, if made, shall be to responsible Proposer(s) for a Proposal that is found to be in the Agency’s best interests, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in “Evaluation Procedures,” below.

Qualification Requirements

The following are the requirements for qualifying responsible proposers. All of these requirements should be met; therefore, they are not listed by any particular order of importance. Any Proposal that the Evaluation Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
 - Proposer’s financial statements (last 3 years) prepared in accordance with generally accepted accounting principles and **audited** by an independent certified public accountant. The Agency at its discretion may request additional documents to evaluate the financial condition of the manufacturer, suppliers or other documents it needs to determine the financial viability of the proposal. Basin Transit at its sole discretion may and will likely follow up during the evaluation process and require the provision of Financial Statements meeting the above criteria from the manufacturers. electrification modifiers or other key supplier’s integral to the proposal.
 - Statement of Current Financial Condition. In addition to the financial statements, the Agency requests that the proposer provide a “Statement of Current Financial Position” that updates the financial statements requirement as well as any unidentified subsequent events. Any Going Concern issues are to be disclosed and discussed. **The statement is to be prepared by the proposing firm’s Certified Public Accountant be dated no earlier than the release date of this RFP and address the items below.**

As part of our due diligence, we are focusing on subsequent event(s) related to COVID-19 and resulting supply chain disruptions, inflation and the impact on financial performance and ability to perform on contracts. That process will look at the notes to the financial statements and any relevant information offered by the company’s management will be considered.

Determination of impact of any subsequent event related to the COVID-19 pandemic on the financial statements involve management judgement. This would include consideration of the date of the financial statements, the facts and circumstances pertaining to the entity and the conditions that existed at, or arose after, that date.

As the impacts of the COVID-19/Supply chain issues continue to evolve, capturing events that relate specifically to conditions that existed or exist at the date of the financial statements, or after the reporting date, may require assessment.

A few examples of events and conditions that may be affected by, or exist and can facilitate identification of subsequent events are given below:

- Commitments: New commitments, borrowings or guarantees
- Force majeure: Invocation of force majeure clause by any party (e.g. supplier or customer) thereby impacting the supply chain/availability of customers for the entity's products
- Government stimulus package: Relief or economic stimulus payments provided by the government in the form of loans or grants
- Expected Credit Loss (ECL) provisioning: Collectability of trade receivables affected in cases by COVID-19. Status of firm's lines of credit (flooring) in order to support the transactions that may take place doing business with the consortium.
- Impairment indicators: Indications of impairment in the value of investments in companies whose businesses have been severely affected by the pandemic
- Employee related expenses: Employee termination benefits resulting from a reduction (e.g. because of closure or re-organization of operations that occurred after the reporting date)
- Other events: Events that are relevant to the recoverability of assets, ongoing pertinence of business and valuation assumptions Events that will bring into question the appropriateness of accounting policies used in the financial statements. For instance, events call into question the validity of the going concern assumption, ECL model and useful lives of property, plant, and equipment. Events that are relevant to the measurement of estimates or provisions made in the financial statements. For instance, derivative and hedging considerations, insurance claims and rebate arrangements with customers.
- Contingencies: Any developments regarding contingencies (for example, new contingent liabilities or circumstances affecting the evaluation of

existing contingent liabilities, the ability to meet agreed-on performance targets for contingent consideration in business combination arrangements, etc.)

- Tax considerations: Tax considerations e.g., impact of reduced flow of goods and services on transfer pricing agreements; recoverability of deferred tax assets. Due to the pandemic, some industries are likely to be more impacted than others. For instance, entities in the aviation sector (and therefore, entities that are feeder industries to entities in the aviation sector), real estate, construction, retail, tourism, hospitality, transportation, financing, infrastructure sectors.

Therefore, it is critical for management to assess the impact of events occurring after the balance sheet date on the financial statements already provided and provide this to Basin Transit.

- Proposer’s ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount. Letter to be submitted with proposal. Insurance documents provided upon award are to indemnify Basin Transit and the California Association for Coordinated Transportation.
2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
- Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
 - Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
 - A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.
 - **The proposer is to furnish Basin Transit with a “representative bus” that will be evaluated to ascertain whether the manufacturer and/or converter can build a vehicle according to specification and as proposed to a level of quality and performance acceptable to the consortium participants. See clause SP7. below.**
3. Evidence that proposer is qualified in accordance with the provisions of “Section 8: Quality Assurance.”

4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history or warranty claims. Evidence shall be confirmed by client references. **Proposers must submit a list of all their deliveries in the last twelve (12) months with contact name, title, agency, phone numbers, email addresses and dates of delivery provided in the Excel sheet provided.**

Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers shall be evaluated and ranked for the purposes of determining any Competitive Range and to make any selection of any Proposal for a potential award. Any exceptions, conditions, reservations, or understandings explicitly, fully and separately stated on Form for Proposal Deviation, which do not cause the Agency to consider a Proposal to be outside the Competitive Range, shall be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

PASS-FAIL ELEMENTS

Category	Scoring Method
Responsiveness requirements (Certificates and forms)	Pass/Fail
Vehicle Questionnaire (Products meets specifications)	Pass/Fail

POINT ALLOCATION

Category		Scoring Method
<u>NON-COST FACTORS (45%)</u>		
Proposer Qualifications and Requirements:		
	References	10 Points
	Warranty Provisions and Warranty Administration Plan	10 Points
	Customer Service and Parts Support, Service Plan	10 Points
	Proposer and Manufacturer Qualifications and Experience	15 Points
	Total Non-Cost Factor Points	45 Points
<u>COST FACTORS (55%)</u>		

	Price Sheet- Base Models (Standard Pricing)	40 Points
	Price Sheet- Optional Features	15 Points
	Total Cost Factor Points	55 Points
Total Possible Points		100 Points

Proposer Price Score = $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Cost}} \times \text{Proposer's Price Points}$

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 40 points. The other proposals will receive a proportionate share of points based on how much higher their proposed price is in relationship to the low proposed price. This score will be based on “Standard Pricing” proposed. “Alternate Pricing” as per SP 10.3 will be evaluated separately for acceptance.

Proposed accessories or services will be evaluated for the optional features scores (15 points) using a “basket” of selected options proposed.

IP 12.5 Evaluation Procedures

Proposals shall be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. The Agency reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the detailed evaluation forms and procedures shall follow the same Proposal format and organization specified in “Preparation of Proposals.” Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Contract documents. Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in “Proposal Selection Process.”

Evaluations shall be made in strict accordance with all of the evaluation criteria specified in “Proposal Selection Process,” above. The Agency shall choose the Proposal that it finds to be most advantageous to the Agency, based upon the evaluation criteria.

IP 12.6 Evaluations of Competitive Proposals

1. **Qualification of responsible Proposers.** Proposals shall be evaluated to determine the responsibility of proposers. A final determination of a Proposer’s responsibility

shall be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by the Agency, information submitted in a BAFO (if required) and information resulting from Agency inquiry of Proposer's references and its own knowledge of the Proposer.

2. **Detailed evaluation of Proposals and determination of Competitive Range.** The Agency shall carry out and document its evaluations in accordance with the criteria and procedures set forth in "Proposal Selection Process." Any Proposal deficiencies that may render a Proposal unacceptable shall be documented. The Agency shall make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that the Agency finds to be within the Competitive Range.

Rankings of the Proposals against the evaluation shall then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range.

3. **Proposals not within the Competitive Range.** Proposers of any Proposals that have been determined by the Agency as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, shall be notified in accordance with the Agency's policies.
4. **Discussions with Proposers in the Competitive Range.** The Proposers whose Proposals are found by the Agency to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, shall be notified and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with the Agency to discuss answers to written or oral questions, clarifications and any facet of its Proposal. In the event that interviews and discussions are held, these interviews and discussions may be scored. BASIN TRANSIT reserves the right to accept proposals as submitted without conducting discussions.

No information, financial or otherwise, shall be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers shall not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers shall not be told of their rankings among the other Proposers prior to Contract award.

5. **Factory and site visits.** The Agency reserves the right to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal.

6. **Best and final offers.** After all interviews, if any, have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. If BASIN TRANSIT decides to request a BAFO, the Request for BAFOs shall include the following:
- Notice that discussions and negotiations are concluded.
 - A complete listing of the conditions, exceptions, reservations or understandings that have been approved.
 - A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
 - Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
 - Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal shall be construed as their BAFO.

Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs shall be evaluated by the Agency according to the same requirements and criteria as the initial Proposals, (“Proposal Selection Process”). The Agency shall make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion shall again be arrayed by the Agency and considered according to the relative degrees of importance of the criteria defined in “Proposal Selection Process.”

The Agency shall then choose the Proposal(s) that it finds to be most advantageous to the Agency, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal(s) for any award shall be documented. In this instance, the Agency expects to award to multiple Proposers. Subsequent orders shall be placed following the Ordering Procedures outlined in Section 4, Special Provisions.

The Agency reserves the right to make an award to a Proposer(s) whose Proposal(s) it judges to be most advantageous to the Agency based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

7. **Debriefing.** Subsequent to the award, the unsuccessful Proposers shall be notified and may request a debriefing. Proposers shall be debriefed in accordance with Agency policies, including information regarding the shortcomings of their Proposal.

IP 13. Response to Proposals

IP 13.1 Single Proposal Response

If only one Proposal for a particular class or vehicle type is received in response to this RFP and it is found by the Agency to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Agency. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

IP 13.2 Availability of Funds

Orders placed as a result of this procurement are subject to the availability of funding.

IP 13.3 Agency Contract Approval Process

Following completion of the evaluation process, firms being considered for award shall show compliance with the FTA Pre-Award Buy America requirements. **Refusal to provide the required information shall result in the immediate elimination of the specific manufacturer(s) for award consideration.**

The Agency's mandatory requirements for Buy America auditing and the provision of information in support of such auditing are contained in Appendix E.

Once compliance with the Buy America requirements is verified, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall then be presented to the Agency General Manager and/or Board of Directors for approval.

IP 13.4 Agency Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Agency, considering price and other evaluation criteria. The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations as provided in Form for Proposal Deviation.

IP 13.5 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to those Proposers whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within thirty (30) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time may be cause for termination of the Contract under “Termination for Default” in Section 3.

IP 14. Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

IP 15. Agency-Specific Provisions

IP 15.1 Purpose of the Solicitation

The purpose of this solicitation is to establish a multi-vendor contract for the purchase of public transportation vehicles. The requirement has been divided into multiple types of vehicles that shall be competed separately and assembled into a listing of vehicles after award. The selected contractors shall accept purchase orders directly from the users. Each purchase order shall incorporate the base contract and all terms and conditions. The intent is to reduce the cost and effort needed to order these vehicles in order to make the funds and equipment available to increase services available to transit organizations.

IP 15.2 Roles of the Parties for this Solicitation

Basin Transit, a Joint Powers Authority, is the lead agency role for the joint procurement for Heavy Duty Transit Vehicles.

The specific roles and obligations of Basin Transit and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by those parties. For the purposes of this solicitation, the arrangement entered into by Basin Transit and CalACT shall hereinafter be referred to as the “Cooperative.” As a general matter, Basin Transit staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, the technical product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for providing ordering agencies with the ordering instructions and forms required to ensure compliant purchasing, solicitation documentation required for the agency’s files, collecting fees, and the general administration of the vehicle contract. Ordering Agencies must contact CalACT or Basin Transit to secure formal letters of assignment prior to execution of any orders.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

The following are definitions of special terms used in this document:

Agency: Basin Transit. Any contract modification involving the base contract shall be issued by Basin Transit. The term Ordering Agency shall also refer to any Agency which is a party to the joint procurement and that places a purchase order under the joint procurement.

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

Competitive Range: The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents specified in “Section 10: Contract.”

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein. For this solicitation, the Contracting Officer prior to Contract award is the authorized representative of Basin Transit. The Contracting Officer for administration of the contract following Contract award is the authorized representative of CalACT. Each order placed shall also designate a Contracting Officer for the Agency placing the order.

Contractor: The successful Proposer(s) who is awarded a Contract for providing buses and equipment described in the Contract documents.

Cooperative: Term used to describe the relationship between Basin Transit and CalACT for the establishment of the joint procurement.

Days: Unless otherwise stated, “days” shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency as specified in “Section 1: Notice of Request for Proposals.”

Extended Warranty: A warranty available for purchase above the standard warranty.

Fatigue Failure (Corrosion Fatigue): The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

Joint Procurement: An arrangement between multiple local government entities with multiple vendors to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit vehicles (Buses).

Ordering Agency: Term for the agency that shall be purchasing vehicles from the joint procurement. In this case, an agency must be a listed member of the joint procurement shown in Appendix C.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Proposal or BAFO.

Proposer: A legal entity that makes a Proposal. For this solicitation, the Proposer may be a vehicle manufacturer or a dealer representing a vehicle manufacturer.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: Agency’s request for proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Supplier: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in “Section 8: Quality Assurance.”

Subcontractor: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by a Subcontractor. Subcontractor

items shall require qualification by type and acceptance tests in accordance with requirements defined in “Section 8: Quality Assurance.”

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

GC 2. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses.

GC 3. Conformance with Specifications and Drawings

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

GC 4. Inspection, Testing and Acceptance

GC 4.1 General

The pre-delivery tests and inspections shall be performed at the Contractor’s plant; they shall be performed in accordance with the procedures defined in “Section 8: Quality Assurance”; and they may be witnessed by the resident inspector. When a bus passes these tests and inspections, the resident inspector, if one is present, shall authorize release of the bus.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in “Post-Delivery Tests.” If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in “Repairs After Nonacceptance” have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service.

GC 4.2 Risk of Loss

The Agency shall assume risk of loss of the bus on delivery, as defined in “Bus Delivery.” Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If

the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

GC 5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than ten (10) business days before delivery to the Agency. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the Agency free and clear of all encumbrances.

GC 6. Intellectual Property Warranty

The Agency shall advise the Contractor of any pending or threatened patent suit or claim related to this Contract against the Agency and provide all information available. The Contractor shall address any claim and defend any suit or proceeding brought against the Agency based on such a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor's obligations under this section are discharged and the Agency shall hold the Contractor harmless with respect to the equipment or part if it was specified by the Agency and all requests for substitutes were rejected, and the Contractor advised the Agency under "Questions, Clarifications and Omissions" of a potential infringement, in which case the Contractor shall be held harmless. The Contractor's obligation to indemnify, defend, and hold harmless the Agency and all affected Ordering Agencies against intellectual property claims and suits shall not extend to materials provided by an Ordering Agency for incorporation into a vehicle purchased under this Contract.

GC 7. Data Rights

GC 7.1 Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a royalty-free, perpetual, irrevocable, non-exclusive license to allow the Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 7.2 Access to Onboard Operational Data

The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor and information pertaining to transit customers.

GC 8. Changes

GC 8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 8.2 Agency Changes

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save the Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, to the extent caused by the intentional misconduct, grossly negligent acts, or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, grossly negligent acts, and negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

Suspension of Work

GC 9.1.1. The Agency may with the agreement of the bus manufacturer issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

GC 9.1.2. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall

resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

GC 9.1.3. The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

GC 9.2 Excusable Delays/Force Majeure

GC 9.2.1. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; epidemic, pandemic or terrorism; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the Agency as described in GC 9.3.4 below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

GC 9.2.2. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 9.2.3. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 9.2.4. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.3 Termination

GC 9.3.1. Termination for Convenience

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the

extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.

- Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word “Government” appears, it shall be deleted and the word “Agency” shall be substituted in lieu thereof.

GC 9.3.2. Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services

similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

GC 9.4 Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

GC 9.5 Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required. For certainty, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Agency and the successful bidder.

GC 9.6 Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over the County where any Agency designated as a party to the litigation is located.

GC 9.7 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the Agency ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

GC 9.8 Maintenance of Records; Access by Agency; Right to Audit Records

In accordance with 2 CFR § 200.334 and 49 USC § 5325(g), the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

For Contract modifications or change orders the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The requirements of this section are in addition to any other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

GC 9.9 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Agency shall exempt from

disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the Agency shall notify the Contractor in writing. The Contractor must respond within ten (10

) days with the identification of any and all “proprietary, trade secret or confidential commercial or financial” information. The Contractor shall agree to indemnify, defend, and hold harmless the Agency for all costs associated with the Agency’s withholding such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Agency in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the “Discloser”) to make confidential information available to the other party (the “Recipient”). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser or as required by law. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser or as required by law.

This Confidentiality section shall survive the termination or expiration of the Contract.

GC 9.10 Conflicts of Interest, Gratuities

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

GC 9.11 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

GC 9.12 Amendment and Waiver

GC 9.12.1. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract.

GC 9.12.2. Waiver

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

GC 9.13 Remedies not Exclusive

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

GC 9.14 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

GC 9.15 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

GC 9.16 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

GC 9.17 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract shall be effective until approved in writing by the other party. Contractor accepts that the right to Purchase may be assigned by the Agency as described in clause NR1, above And clause SP2, below.

GC 9.18 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Agency.

GC 9.19 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”
- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

GC 10. Agency-Specific Provisions – Not Used

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Joint Procurement Contract

The use of the Joint Procurement contract shall be restricted to the agencies listed in Appendix “C” publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services.

SP 2. Assignability

Basin Transit reserves the right to assign the ability to use the Procurement to any other grantees of FTA funds in accordance with FTA Circular 4220.1F or successor circulars. These grantees shall be CalTrans subrecipients or other Ordering agencies identified in this RFP. A letter of Assignment shall be issued by either BASIN TRANSIT or by CalACT acting for Basin Transit under the terms of their Cooperative Purchasing Agreement. Basin Transit reserves the right to withhold assignments at its unilateral discretion. Each Assignment shall be valid for a one-year period. All buses ordered under that Assignment shall be delivered and accepted in accordance with SP 11.

SP 3. Period of Performance

The initial period of performance shall be one (1) year. Basin Transit shall have the right to extend the period of performance for four (4) one-year options. **The four (4) one-year option periods are a unilateral right that shall not be refused by the Contractor.** Subject to the Agency’s right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under the initial Contract. The Agency may exercise the Options by written notice to the Contractor (“Notice of Exercise of Option”) prior to the expiration of the initial period of performance.

In the event that these options are exercised, the pricing for each option period shall be established per the provisions of SP 5.3, Price Validity for Option Periods.

SP 4. Procurement Fee

A procurement fee of 1% of total pre-tax price per vehicle, up to \$40,000 per transaction shall be paid by the Contractor(s) to the Cooperative each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Agency ordering the vehicles. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies. Contractors shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due. The fee does not apply to direct purchases by Basin Transit or its subrecipients. Basin Transit reserves the right to unilaterally change these fees at any time by giving written notice to the contractor.

Failure to report shall also be seen as failure to perform the contract and may lead to corrective action up to and including Termination for Default.

SP 5. Pricing

SP 5.1 Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

SP 5.2 Price Validity for the Initial Contract Term

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the initial one-year contract term.

SP 5.3 Vehicle and Optional Feature Pricing for Option Periods

Subject to the provisions of SP 5.5 Price Adjustments, the price of the vehicles and optional equipment ordered after the base period shall be the base period unit price adjusted by multiplying the applicable base period price by the following fraction:

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number available on Effective Date of the Contract or Prior Option Period

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. However, in no case shall the annual increase in the cost of a vehicle configuration of separately priced optional equipment item created by the application of the above referenced Index exceed six (6%) unless the Contractor provides written evidence, such as invoices from its suppliers that its net material costs exceed six percent (6%). In that event, the price adjustment shall be six percent (6%) plus one half of the net material costs that exceed six percent (6%). Basin Transit reserves the right to apply the Price Index based escalation without requesting that the contractor provide the above items if there is a preponderance of evidence that the PPI pricing should simply be applied.

As an example,

- Should the index value raise by six percent or less, the index value shall be applied to the price of each vehicle configuration and each separately priced optional equipment item;
- Should the index value raise by more than six percent,
 - The price of each vehicle configuration and each separately priced optional equipment item shall be increased by three percent; and
 - Individual Contractors may request additional increases for individual vehicle configurations or items of separately priced optional equipment. Properly documented increases in net material costs will be subject to the cost sharing provisions above
- The net material costs shall be calculated on the full bill of materials for the affected vehicle or separately priced optional equipment. An increase in excess of six percent for a particular system or equipment will not merit a price increase in excess of three percent, should those costs be offset by reduced pricing of other systems or equipment. Pricing considered must include any applicable rebates, credits, or other offsets of any kind.

Price adjustments shall be made at the start of each option year, with the six percent (or greater) maximum described above based on the then current pricing. That is, an adjustment at the start of the first option period would be calculated from base pricing. An adjustment at the start of the second option period would be calculated on the first option period pricing. An adjustment at the start of the third option period would be calculated on the second option period pricing.

Notwithstanding the above, an increase due to inordinate increases in battery costs (For BEB and FC Buses only) shall be also considered each time a price adjustment is granted for an extension of an option. The Contractor shall provide documentation of the battery component cost increase. The price may be adjusted only in the same amount as the price increase to the Contractor and is net of the price increase granted to the cost of the complete bus. The Contractor shall submit the request and all necessary documentation to the Agency. The documentation of such factors shall be provided by the Contractor. Should the Agency not grant this price increase, the vehicle(s) affected by the BCA price increase may be removed the joint procurement and the contract terminated upon the responsible contractor's request. The agency may only grant the battery cost adjustment (BCA) as a percentage of battery cost vs. total bus cost, excluding this adjustment from the PPI increase. This is because you have already received a PPI increase on the bus body cost. This calculation needs to be reflected in the contractor's request letter per applicable line item.

A minimum of 60 calendar days advance written notice of price increase from the renewal due date is required which is to be accompanied by sufficient documentation to justify the requested increase.

SP 5.4 Prohibitions

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

SP 5.5 Price Adjustments

Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Section SP 5.3 provides for price adjustments based on increased material costs. The Agency shall consider extraordinary relief when circumstances amounting to a force majeure impact the Contractor's material costs and such increase is not adequately addressed by those provisions.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Upon petitioning the agency for Force Majeure relief, the contractor must meet with the Agency or it's representatives on demand and provide substantive documentation within 30 days. The agency will not accept a simple recitation of cost factors, but will expect a submission of past and present costs to demonstrate that a Force Majeure condition has occurred. The contractor may be asked to reimburse up to of \$3,000 for expenses in evaluating the Force Majeure request.

SP 6. Ordering Procedures

Agencies that are members of the joint procurement and that are using federal funds to place orders under this contract shall follow the following procedures:

1. The Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)
2. The Agency shall issue a request for delivery schedule to Contractors for at least three of vehicles available on the contract. (If there are fewer than three vehicles listed, the Agency shall obtain this information for the maximum number of vehicles available.) The RFQ shall list any other additional information that is required. It shall also note how information shall be evaluated and the deadline for submittal.

3. Following receipt of the information, the Agency shall evaluate the submittals according to the evaluation criteria and select the quote that represents the offer that is most advantageous to the Agency when all factors are evaluated.
4. The recommended firm shall receive a written Order Confirmation form from the Ordering Agency. This form shall indicate:

- a. Itemized list of all vehicles, parts, etc. being ordered and prices
- b. Designated delivery point
- c. Delivery due date.

5. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued by the agency.
6. All eligible orders must provide a proposal (quote) from the selected Dealer or Manufacturer that provides at a minimum the following information:

Vehicle Type-provide description that includes make, model, vehicle class, propulsion type and capacity

Full and legal Ordering Agency Name as it will appear on the Assignment

Contact at Ordering Agency (including email, title, mailing address, phone number).

Provide additional name if your contact is not the person that will receive the Assignment Letter.

Sales person

Quantity ordered-quote is to reflect entire and complete bus order, and is not per bus

Price of all options

7. **Ordering agency to initiate the transaction in the Cooperative's online ordering program.** The agency and Contractor to update all information and changes as needed. Awarded contractors to be briefed by Cooperative staff on use of this program prior to beginning sales activity on the contract. A Cooperative representative will issue a Letter of Assignment only after all the aforementioned steps have taken place.

ADA eligible Items identified for sales tax exemption

Published and Non-Published Options are to be listed separately

Total Price of Bus subject to the procurement fee

Document Fee

Sales Tax

Procurement Fee

Delivery fee as quoted on Price Worksheet with expected delivery date-**quotes issued without a delivery date are not valid.**

Date of Order

All quotes from the contractor must be written using the same format and approved by the Cooperative prior to first order. Any changes to the order by the buyer or seller after receipt need to be sent to the Cooperative. All buses ordered must be compliance with the contract. Questions about buyer eligibility to purchase from the contract need to be sent to the Cooperative for verification. Any change orders made to the initial purchase order are to be communicated as soon as possible to the Cooperative.

SP 7. Inspection, Testing, Acceptance and Repairs

SP 7.1 Inspections

At the sole election of Basin Transit, the Agency may conduct an on-site inspection of the plant and/or first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This vehicle is being called a First Article bus and it shall serve as a standard for the units that follow as ordered. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications. The agency will at its discretion conduct on-site or virtual inspections of the manufacturing facility to confirm quality control procedures, technical qualifications and Buy America requirements. Individual purchasing agencies may request a First Article bus to be provided as part of their order. As per IP 12.4, prior to award, Basin Transit will evaluate a Representative Bus, that can be evaluated for performance, quality of manufacture with any variances to be reconciled to the specification and conformance to specifications.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Agency in writing. The First Article bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from Basin Transit. If the inspection is held at the manufacturing facility, and for inspection of the manufacturing or conversion facilities, the Contractor shall pay travel expenses and \$100 per day per diem for up to (two) Basin Transit representatives. *In addition, the Contractor may be required to pay a up to a total of \$10,000 per vehicle proposed for consultant/s fees and expenses to perform facility, Buy America and representative or First Article bus inspections, financial reviews and other necessary audits to be invoiced by the Cooperative.* Should a change in manufacturing facility or bus design requires another set of inspections post-award, the same schedule of fees shall apply.

SP 7.2 Pre-Delivery Tests

The Contractor's or manufacturer's pre-delivery tests and inspections of all Vehicles shall be performed at or near the manufacturing plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the Resident Inspector, if one is assigned to a specific order. The records of this testing shall be provided to the ordering agency in accordance with the Quality Assurance Provisions.

SP 7.3 Service Prior to Delivery

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop located near the Ordering Agency. The service shall include not less than the following:

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
- C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Ordering Agency.
- D. Full tank of fuel at the Contractor's location.
- E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.
- F. Check to ensure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
- G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.
- H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

SP 7.4 Delivery Coordination and Pricing of Delivery

All vehicle deliveries shall be coordinated with the ordering agency. The Contractor shall contact the ordering agency to agree upon a delivery schedule at least three (3) working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the ordering agency, either at their place of business or at closest dealer location. Delivery charges are to be proposed per zone on the price worksheet and charged accordingly. Said **delivery charges are to be proposed from the proposer's place of business and point of service and pre-delivery inspection in the State of California to the ordering agency's place of business. (Not from Manufacturer's location)**

SP 7.5 Delivery Inspection, Post-Delivery Tests and Acceptance

Upon delivery of the Vehicle at a point of delivery, the Agency shall take possession of the Vehicle and shall perform the inspections and tests. For vehicles that are Federally funded, each bus shall be inspected and road tested per Appendix B, Visual Inspection and Road Test Forms. For vehicles funded by or through Caltrans, a postdelivery inspection is required. A sample inspection form is provided in BlackCat. If the Vehicle passes these inspections and tests, the

Agency shall Accept the Vehicle no later than the fifteenth day after Contractor delivers the Vehicle to the Agency. The Agency may Accept a Vehicle earlier upon Notice of early Acceptance to the Contractor. If the Agency has not issued a Notice of Acceptance, the Agency shall be deemed to have accepted a Vehicle on the date it places the Vehicle into revenue service.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in “Repairs after Non-Acceptance.”

SP 7.6 Documentation and Deliverables Per Bus Order

The Technical Specification identifies all technical deliverables that must be provided with each bus order. In addition to those items, the Contractor shall provide deliver the following documentation and deliverables with the bus(es).

- Warranty papers – forms, policy, procedures
- Post Delivery Buy America documentation. The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of five (5) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier shall be provided.

SP 7.7 Repairs after Non-Acceptance

The Contractor, or its designated representative, shall perform the repairs after non-acceptance.

SP 8.

The Contractor shall provide a vehicle orientation with each vehicle delivered to an Agency. If an agency orders more than one (1) vehicle of identical specifications, the orientations shall be provided on the first vehicle delivered. The orientation shall be conducted by the Contractor for the maintenance and operations supervisory and training personnel. The orientation shall include but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the vehicle.
- Function of all controls on the driver control panel
- Location and function of controls on all add-on equipment, such as the A/C, etc.
- Location and identification of all visible and audible alarms.

- Location and identification of tire pressure ID plate
- Location of batteries and how to service the batteries.

SP 9. Registration of Vehicles

The Contractor shall all the necessary documentation (MSO, Weight slip, etc.) for the agency to register the buses after delivery. Costs to provide these shall not be billed separately and must be incorporated into the vehicle unit prices. The agency must be able to register the vehicle free and clear of all liens (other than those provided by the Ordering Agency), mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character against the vehicle following the Agency's Acceptance of each bus.

SP 10. Payment

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Bus."

The Agency shall make payments for buses at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 10.1 Invoices

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the Agency thirty (30) calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of each item. Proforma invoices shall be acceptable.

SP 10.2 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for

ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date, except sales and use taxes normally applicable to purchasers. These sales and use taxes vary by jurisdiction and shall be billed separately, at cost and without markup of any kind, and subsequently reimbursed by each purchaser in conjunction with payment for the vehicles. The Contractor shall maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

SP 10.3 Alternate Payment. (Contingent on FTA Approval)

MBTA has proposed and is working with FTA to define adequate security as follows:
The Contractor may submit a request for payment upon the Resident Inspector's release of the bus for shipment. Progress payment shall be made not more than thirty calendar days after receipt of an appropriate invoice. As a pre-condition to payment:

1. The purchaser must have completed the relevant Buy America post-delivery audit and have received from the Contractor documentation that would allow the purchaser to secure title to the bus. The Buy America audit is contemplated for completion during the pendency of the thirty-day payment window. Additionally, delivery of title documentation is contemplated as occurring during that thirty-day window. Securitization in this manner is contingent on FTA's concurrence that this method represents adequate security to protect their interest in the acquisition. (Alternate Pricing 1 in BAFO sheet)

OR

2. The Contractor must deliver an irrevocable letter of credit covering the full amount of the progress payment. The form of and requirements for letter of credit or other form of security approved by Basin Transit are provided herein. The price for the securitization to be included in the price offered. As the use of progress payments has not been common practice in the industry, Basin Transit reserves the right to renegotiate the price for securitization prior to each option year exercised providing acceptable documentation is submitted by the Contractor to support any adjustment requested. (Alternate Pricing 2 in BAFO sheet).

Contractors wanting to utilize this alternative payment plan (#2) are to clearly state the method of security they are proposing with the payment terms as well as the method of calculation that will be used for any discounts provided at time of quote/proposal. The costs associated with stated security must be included in the Alternate Payment Price.

The Agency shall make progress payments in accordance with the following schedule. No other progress payments are authorized under this Agreement. Advance payments are expressly prohibited.

A payment of 75% of the purchase price upon release for shipment as detailed above.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 11. Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Order Confirmation issued by each ordering agency or if not specified, the minimum delivery standards specified in this section. The Order Confirmation shall also indicate the point of delivery as well as days and hours of delivery.

“Default” Delivery Standard: If a delivery date is not specified by the quote provided, delivery of the vehicles shall be completed within 365 calendar days after issuance of purchase orders by the Purchasing Agencies. If the delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by Basin Transit and the ordering agency. The request for extension must include detailed justification for the length of the time extension.

The Contractor shall propose a delivery date identifying this in its proposal to each participant. Proposals (quotes) not indicating a delivery date to the ordering agency default to the above standard. Liquidated damages to be assessed based on the revised delivery schedule.

SP 12. Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in “Delivery Schedule,” except for any excusable delays as provided in “Excusable Delays/Force Majeure” or any extension thereof, the Agency shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at \$100 per business day per bus.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as

aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

SP 13. Service and Parts

SP 13.1 Contractor Service and Parts Support

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the Agency, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state in its Proposal its policy on transportation charges for parts other than those covered by warranty. The Contractor must identify in its proposal that it has the resources and experience to service a contract of this scale. Physical service centers with the proximity and the technical capacity to serve the Cooperative's statewide participants are to be identified. Alternatively, if a proposer intends to utilize a subcontractor to provide service and warranty the proposed subcontractor must be identified in the proposal. A letter documenting the manufacturer's approval and authorization of the proposed service provider to perform service and warranty repairs for this contract, along with a letter from the subcontract service provider agreeing to perform the proposed service and warranty requirements, must be submitted with the proposal. The Agency reserves the right to evaluate and approve the subcontractor's technical capacity to adequately serve a contract of the size and scope anticipated for this procurement.

SP 13.2 Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Agency are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Agency, within **twenty four (24) hours** of the Agency's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Agency are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Agency, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency. The Contractor's design and manufacturing documentation provided to the Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SP 14. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations. One copy of the statement shall be provided to each Agency with the delivery of the buses.

SP 15. Motor Vehicle Pollution Requirements

The Contractor shall furnish to each Agency a certification in writing with each Vehicle delivered that:

- Vehicles shall meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it shall be required to operate and meet the demands of all auxiliary power equipment.

SP 16. Insurance

The Agency recognizes that the Contractor may be a dealer whose role is warranty and service of the vehicles. In such cases, the Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- **Commercial General Liability Insurance:**
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

Contractor shall deliver to the Agency, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency's Contract Administrator.

SP 17. Buy America Post-Delivery Audit

Prior to delivery of the first vehicle, the Contractor shall demonstrate compliance with Buy America through a Buy America Post-Delivery audit. The audit requirements are further detailed in Appendix E.

SP 18. Interchangeability

All buses delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design and manufacture, and installed to assure Interchangeability among Buses in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the Buses for all buses produced during the first year of the contract.

For buses being produced during the second base year of the Contract, Basin Transit shall consider changes such as product improvements on a case-by-case basis. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

If a supplier discontinues a product during the Contract period, Basin Transit shall consider a substitute product on a case-by-case basis. No substitutions are to be made without the express written consent of Basin Transit. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

All such changes shall be processed according to the provisions of GC 8, Changes. The Contractor shall not modify any of the listed items contained on the Technical Submittal which was submitted with the proposal without the express written consent of Basin Transit.

SP 19. New Technology

Basin Transit reserves the right to add or replace new devices to this contract that may evolve through new technology to the resulting contract. Such additions must be for the same purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as an item addition by an awarded Contractor.

SP 20. Altoona Testing for New Buses.

The Agency values timely delivery of fully compliant vehicles. Requirements for timely delivery are established in SP 11 and 12. Requirements for compliance with 49 CFR Part 655 (Altoona Bus Testing) are established in FR 14. Additionally, Proposers and Contractors offering new bus models as defined in 49 CFR 655.5 are required to make reasonable progress towards successfully completing Altoona testing. In this context, “reasonable progress” is defined as:

- FTA authorization (confirmation from FTA or PSU Bus Testing Program) of testing obtained prior to submission of final proposal; and
- Successful completion of required testing within one year of award. (Passed and satisfactory test)

The above is to be provided with the proposal and not merely promised by the firm. The agency will consider timely, good faith efforts by Proposers and contractors in enforcing these requirements but retains the authority to reject any proposal related to a new bus model for which the FTA has not authorized testing, and to take any such other actions to ensure new bus model sellers diligently pursue successful testing.

SECTION 5: FEDERAL REQUIREMENTS

Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 334. See also clause GC 9.9.

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 2 CFR 334 the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are

directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR Part 200, and/or FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Federal Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at

49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it shall comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

No Government Obligation to Third Parties

1. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The Contractor is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with 2 CFR 180, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment to Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of any related Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor’s work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.

Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Compliance with Federal Lobbying Policy

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an 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 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal fund may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include a general public interest waiver which applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

Testing of New Bus Models

The Contractor agrees to comply with 49 USC 5318 and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which shall be prior to the recipient's final acceptance of the first vehicle. See SP 20 for additional detail for "new bus models."
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor agrees to cooperate with the Buy America requirements, consistent with applicable law, regulations, and FTA guidance, and in the manner detailed in Appendix E. **Upon receipt of Notice from Basin Transit, the proposer will be given 60 days to furnish Buy America cost data and verification of domestic origin to BASIN TRANSIT's designated auditor sufficient to confirm compliance with the requirement.**
2. **Solicitation specification requirements:** The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor’s bill-of-lading.)
- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Fly America

The Contractor agrees to comply with 49 USC 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** Basin Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
3. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
4. U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

8. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
9. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F;
10. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
11. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
12. Any implementing requirements FTA may issue.

FR 20. Section 889 NDA

Execute CER 1.9

FR 21. ITS Architecture

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Sections 502, 517(d)

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

FR 22. Notification of Legal Matters

Vendor acknowledges that if a current or prospective legal matter that may affect the Federal Government interest in the contract emerges, Vendor will promptly inform Basin Transit so that it may notify the Federal Transit Administration and/or its designee, the California Department of Transportation.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

FR 23. Limitations on Federal Funding.

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries.

Basin Transit may request evidence and information that the proposing manufacturer is not “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” a country that meets the statutory criteria, and is not designated as one of the non-market economies by the US International Trade Administration. The information must be presented within 30 days of request. For purposes of this requirement, “otherwise related legally or financially” does not include a minority relationship or investment; it also does not include a relationship with or investment in a subsidiary, joint venture, or other entity based in a covered country that does not export rolling stock or components of rolling stock for use in the United States.

The agency reserves the right to solely determine whether the proposer meets the above criteria using principles of general corporate law.

FR 24. This Contract is subject to certification requirements related to any “unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability” and certain felony convictions.

The Contractor shall submit the required certification and shall require the same certification of all subcontractors and suppliers at any level, regardless of the value of any sub agreement.

SECTION 6: TECHNICAL SPECIFICATIONS

TS 1. GENERAL

Technical specifications define requirements for the vehicles are contained are found in Section 11.

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty/Minimums

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Minimum Standards:

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 60,000 miles. This warranty includes any failure as a result of frame alterations to lengthen the chassis for a Type C. This would include but not limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

Contractor to provided standard OEM and supplier warranties for chassis, engine, wheelchair lifts or ramps and climate control systems, CNG conversions and electric powertrains describing these on the vehicle information sheets and as submissions on the proposal.

WR 1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for ____ years or _____ miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under “Inspection, Testing, Acceptance and Repairs.” The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency’s locale. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for **X years or XXX miles**, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of **X years or XXX miles**, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.4 Propulsion and Energy components, specifically the engine, transmission or drive motors, (For ICE) and generators, drive and non-drive axles and energy storage systems shall be warranted to be free from Defects and Related Defects for the standard **X years or XXX miles, whichever comes first. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change. **[Information from the selected firm(s) will be inserted at time of Contract award.]****

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for five years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after-treatment device
- components identified as emission control devices

Note if Not Applicable in submission.

WR 1.1.6 Warranty Summary including Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for the period shown below: **[Information from the selected firm(s) will be inserted at time of Contract award.]**

Item	Years	Mileage
Body Structure		
Chassis		
Engine		
Transmission		
Air Conditioner		
Lift/Ramp		
Battery Electric and Fuel Cell Components		
Other Optional Features		

WR 1.1.7 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

Should the Agency require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Agency. This product shall not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 1.3.1 Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the Agency's warranty reimbursements shall not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Agency. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

WR 1.3.2 Superior Warranty

The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the

conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

TS 1.1 A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty (20) percent of the same components in the same or similar application where such items are covered by warranty. Basin Transit reserves the right to declare a Fleet Defect applicable to all purchasers if cumulative reported defects exceed 10% of all model or bus type purchases. A Fleet Defect shall apply only to the base warranty period in sections entitled “Complete Bus,” “Propulsion System” and “Major Subsystems.” When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order placed through the joint procurement shall be treated as a separate bus fleet.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in “Repair Procedures.” After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator’s manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric. Fleet defect rule does not apply to normal wear-and-tear items or the following major components: engine, transmission, and HVAC. However, if the fleet defect percentage is reached in a major component, it is expected that the manufacturer will fully support and assist the purchasing agencies with obtaining the appropriate remedy from the major component supplier. The fleet defect provision remains in force for all other components and structural elements proposed

WR 2. Repair Procedures

WR 2.1 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the Agency shall allow the Contractor or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

WR 2.2 Repairs by the Contractor

If the Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Agency shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the Agency's option, the Contractor may be required to remove the bus from the Agency's property while repairs are being affected. If the bus is removed from the Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

WR 2.3 Repairs by the Agency

WR 2.3.1 Parts Used

If the Agency performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 2.3.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 2.3.3 Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 2.3.4 Failure Analysis

The Contractor shall, upon specific request of the Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 2.3.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the Agency's most recently published rate in effect at the time the Work is performed. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency's service garage at the time the Defect correction is made.

WR 2.3.6 Reimbursement for Parts

The Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Agency.

WR 2.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

WR 2.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

WR 2.5 Forms

The Contractor shall supply warranty forms to each Ordering Agency. The completed forms shall be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and Agency.

WR 2.6 Return of Parts

When returning defective parts to the Contractor, the Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number

WR 2.7 Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

WR 2.8 Reimbursements

Reimbursements are to be transmitted to the address provided by the Agency.

SECTION 8: QUALITY ASSURANCE

QA 1. Contractor's In-Plant Quality Assurance Requirements

QA 1.1 Quality Assurance Organization

QA 1.1.1 Organization Establishment

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

QA 1.1.2 Control

The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

QA 1.1.3 Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

QA 1.2 Quality Assurance Organization Functions

QA 1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

QA 1.2.2 Basic Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall

verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

- Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Equipment use by resident inspectors: The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

QA 1.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

QA 1.2.4 Manufacturing Control

- Controlled conditions: The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

QA 1.2.5 Inspection System

The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. As a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

QA 2. Inspection

QA 2.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

QA 2.2 Optional Resident Inspectors

For orders greater than ten (10) buses, the Ordering Agency shall determine if a Resident Inspector is required under 49 CFR Part 663.37, In the event that the agency decides to have a Resident Inspector either full time or part-time, the following sections apply.

QA 2.2.1 Resident Inspector's Role

The Agency may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be Agency employees or outside contractors. The Agency shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this "Section 8: Quality Assurance."

QA 2.2.2 Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the Agency. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor's quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

QA 2.2.3 Authority

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If

necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

If applicable, the primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

QA 2.2.4 Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

QA 2.2.5 Compliance with Safety Requirements

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues shall be discussed and the parties shall agree which rules/restrictions shall govern the Agency's inspector(s) and any other Agency representatives during the course of the Contract.

QA 3. Acceptance Tests

QA 3.1 Responsibility

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the Agency. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the Agency after the buses have been delivered.

QA 3.2 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Agency. These pre-delivery tests shall include visual and

measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans approved by the Agency.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. If there is an on-site inspector, delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

QA 3.2.1 Visual and Measured Inspections

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing includes verification of overall dimension and weight requirements, that required components are included and are ready for operation, and that components and subsystems designed to operate with the bus in a static condition do function as designed.

QA 3.2.2 Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to the Agency. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

QA 4. Agency-Specific Requirements

QA 4.1 Pre-Delivery Bus Documentation Package (BDP)

The Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. The BDP shall be inserted into a manila envelope which shall be labeled with the Agency name and the bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to the Agency upon delivery.

At a minimum, each BDP shall contain the following items:

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- CNG pressure test certification – if applicable
- Water test Certification.
- Alignment and Steering Stop Adjustment Certification.
- Smoke Opacity Test (Exhaust Emissions), if applicable.
- "Completed Bus" Inspection document.
- Copy of defects noted during any Agency on-site inspection.
- List of "Open Items"- if any
- VIN number (copy of bus data plate)
- Certificate of Origin
- Weight slip (curb weight)
- Certificate of compliance for high voltage/energy storage protective devices, if applicable.
- Copy of FMVSS plate
- Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
 - Engine, Electric Motor.
 - Transmission
 - Alternator
 - Starter
 - A/C Compressor
 - Drive Axle
 - Power Steering Unit
 - Air Compressor
 - Electric Powertrain components if applicable.
 - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

SECTION 9: FORMS AND CERTIFICATIONS

Proposer's Checklist

RFP No. 23-01, Joint Procurement For Heavy Duty Transit Vehicles	
Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)	
☐	1. Letter of Transmittal
☐	2. Acknowledgement of Addenda
☐	3. Contractor Service and Support Data, Written Service Plan describing how buses are to be supported
☐	4. Vehicle Questionnaires, Service Questionnaire, Plant Questionnaire, Reference Lists (Above are Excel sheets submitted with requested documents embedded in the form)
☐	5. Manufacturing facility plant layout including description of work by station
☐	6. Typical Delivery Schedule
	7. Warranty Provisions and Warranty Administration Plan. Written Service Plan.
☐	8. Quality Assurance Program
Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)	
☐	1. Letter of Transmittal
☐	2. Pricing Schedule (including option bus features)
Package 3: Qualifications Package	
☐	1. Pre-Award Evaluation Data Form
☐	2. Authorized Factory Dealer Confirmation from manufacturer and converter, Dealer's License (If applicable)
☐	3. A copy of the three (3) most recent audited financial statements, Statement of current financial condition
☐	4. Letter for insurance
☐	5. Proposal Form
☐	6. Required Certifications
☐	7. FTA- Approval letter required for TVMs, Altoona Test Result or Status Information from FTA
Package 4: Proprietary/Confidential Information Package¹	
☐	1. Proprietary/Confidential Information

1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3. Proposers are not to submit any items considered Confidential electronically.

Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in “Questions, Clarifications and Omissions.” Please submit the document electronically to the contract officer with separate files for clarifications on the contract and each bus type. File names should describe the category of request made and identify the proposing firm. See Appendix K for form.

Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.: – Dated:

Addendum No.: – Dated:

Addendum No.: – Dated:

Addendum No.: – Dated:

Proposer:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

Authorized signature

Date

Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

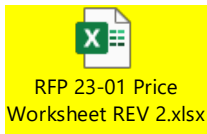
Policy for delivery of parts and components to be purchased for service and maintenance:

Regular method of shipment:

Cost to Agency:

Price Worksheet REV 2

The Price Worksheet is contained in a separate document that is an Excel Spreadsheet. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a “wet signature” with the required proposal forms. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements.



Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package.
Attach additional pages if required.

Morongo Basin Transit Authority
RFP No. 23-01 for a Joint Procurement for Heavy Duty Transit Vehicles

1. Name of firm: 2. Address: 3. ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture 4. Date organized: State in which incorporated: 5. Names of officers or partners: a. b. c. d. 6. How long has your firm been in business under its present name?
7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? ☐ Yes ☐ No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence. 8. Attach as SCHEDULE TWO Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.] And Statement of Current Financial Condition. 9. Attach as SCHEDULE THREE a list of all principal Subcontractors (if applicable) and the percentage and character of Work (Contract amount) that each shall perform on this Contract. Note: A subcontractor is one that physically works on manufacturing the bus. 10. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.
The above information is confidential and shall not be divulged to any unauthorized personnel.
The undersigned certifies to the accuracy of all information: Name and title: Company:

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Authorized signature	Date

Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding \$150,000. **NOTE: If Proposer is a bus dealer, submit forms executed by both the Dealer and Manufacturer represented.**
(Separate Form Each if Proposer is Dealer)

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- ☐ – The Proposer, **[insert name]**, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ – The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- **Executed in** **[insert city and state]**.

Name:

Authorized signature

Date

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,

CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: _____

**THE PROPOSER, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH
STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN
ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE
PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND
EXPLANATION, IF ANY.**

Name and title of the proposer’s authorized official:

Authorized signature

Date

CER 1.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____ _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity)	(Name of Firm, Partnership or Corporation)
whose business is _____ _____	
and who resides at _____ _____	
and that _____ _____	
(Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	

_____ _____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20____. _____ _____ Notary public commission expires My	Seal

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

Signature

Date

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Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, “Disclosure Form to Report Lobbying,” if applicable.

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5324(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
2. _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3. _____ *The vehicle is a new model proposed as per SP 20 which shall be tested and the results shall be submitted to the Agency prior to acceptance of the first bus.*

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official:

Authorized signature

Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

CER 1.8 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

CER 1.9

The undersigned hereby certifies that the offeror, _____

(company name)

VENDOR hereby acknowledges that the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA’s written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

(signature, typed or printed name, and date)

Request for Proposal
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CER 2.0 Proposal Form

NOTE: The following is an example of a proposal form to be modified as appropriate by the Agency and included in the RFP.

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to BASIN TRANSIT in response to Request for Proposal No. 23-01: Joint Procurement for HEAVY Duty Transit Vehicles in its entirety.

Proposer:

Street address:

City, state, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized signature

Date

Authorized signature

Date

Notice of Award

By execution below, Basin
Transit accepts Proposal as indicated above.

Contracting officer:

Authorized signature

Date

CER 2.1 Federal Tax Liability and Felony criminal violations

The undersigned hereby certifies that the offeror, _____

(company name)

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

(signature, typed or printed name, and date)

Vehicle Questionnaire

The Vehicle Questionnaire is attached as an Excel Spreadsheet in Appendix J. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a "wet signature" with the required proposal forms. Proposers shall also provide the required Warranty Provisions. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal. To be submitted in hardcopy and electronically (in native Excel form).

Request for Proposal
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SECTION 10: CONTRACT

1. Contract Documents and Order of Precedence

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Conditions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Contractor Proposal)
6. Addenda
7. RFP No. 23-01

A modification or change to any Contract document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

2. Compensation

The Price Worksheet is Attachment 1 to this Contract. Each ordering Agency shall pay the Contractor the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

3. Contract Term and Period of Performance

The effective date of this Contract shall be the effective date set forth in the Notice to Proceed (NTP). The Contractor shall provide vehicles under the Schedule for a period of two (2) years after the effective date of the Contract, upon receipt of the NTP.

4. Contract Type

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. The minimum and maximum quantities established for the contract period are in Section IP 1:

These figures represent the foreseeable needs of the listed Agencies shown on Appendix "C". Neither BASIN TRANSIT, CalACT nor any other participant guarantee any purchase beyond the minimum quantity for the base contract period. Orders shall be placed on an as-needed basis.

5. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

To Agency:
Mr. Joe Meer, Director of Procurement
Basin Transit
62405 Verbena Road
Joshua Tree, CA 92252

[Insert Contractor name, address and point of contact]

6. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, that are not incorporated as a part of the Contract.

_____ Contractor name	_____ Agency name
_____ Signature of authorized official	_____ Signature of authorized official
_____ (Print or type name and title)	_____ (Print or type name and title)
_____ Date	_____ Date
_____ Tax ID number	_____ Approved as to form by:
	_____ Insert name and title

Request for Proposal
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Attachment 1 - Pricing Worksheet (Signed)

[INSERT PRICING SCHEDULE]

SECTION 11: APPENDIXES

Vehicle Specifications (Embedded)



Att A-3 (H-OTR-) RFP
#23-02.doc



Att A-4 (H-BEB FC
35-40') RFP #23-01 Ac



Att A-2 (H-LF 35-40')
RFP #23-02 Add 1.doc



Att A-1 (H-LF 30-35')
RFP #23-01 Add 1.doc



Att A-5 OTR BEB
45'.docx

Appendix B: Visual Inspection and Road Test Forms

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach
Manufacturer _____

Coach
Number _____

Test
Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR / DATE	REMARKS/NOTES
Curb Weight	Maximum curb weight of lb.	Measure on certified scale	Weight		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		

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Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass/Fail		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		

Request for Proposal
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Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		
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SAMPLE ROAD TEST SHEET

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach
Manufacturer _____

Coach
Number _____

Test
Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR /DATE	REMARKS/ NOTES
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low Fast High		

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Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	rate from 0 to mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. Amb.		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake	Pass/Fail		

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		interlocks with door open			
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Signature of Inspector

Date

Appendix C Participants List (Agency Master List PDF)



23-01 Participants
List 02012024.pdf

RESERVED

RESERVED

Appendix E, Buy America Procedures (Attached)



RFP 20-01, App E,
Buy America Procedur

Appendix F, References

Request for Proposal
RFP 23-01 (HD Transit Vehicles), Final

SAE #	Title	Date Published
J10	– Methods of Test for Paints - Part J10: Determination of Deposition Efficiency of Coating Powders	– Sep 15, 1998
– J211	– Instrumentation for Impact Test—Part 2: Photographic Instrumentation	– May 1, 2001
– J287	– Driver Hand Control Reach	– Feb 1, 2007
– J366	– Exterior Sound Level for Heavy Trucks and Buses	– Feb 1, 1987
– J382	– Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	– Jan 1, 1994
– J534	– Lubrication Fittings	– May 1, 2008
– J537	– Storage Batteries	– Sep 1, 2000
– J541	– Voltage Drop for Starting Motor Circuits	– Oct 1, 1996
– J587	– License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	– Sep 1, 2003
– J593	– Backup Lamps (Reversing Lamps)	– Sep 1, 2005
– J673	– Automotive Safety Glasses	– Oct 1, 2005
– J680	– Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	– Sep 1, 1988
– J686	– Motor Vehicle License Plates	– Oct 1, 1999
– J689	– Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck	– Aug 1, 2009
– J833	– Human Physical Dimensions	– May 1, 2003
– J844	– Nonmetallic Air Brake System Tubing	– Nov 1, 2004
– J941	– Motor Vehicle Drivers' Eye Locations	– Mar 1, 2010
– J994	– Alarm—Backup—Electric Laboratory Performance Testing	– Mar 1, 2009

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– J1050	– Describing and Measuring the Driver's Field of View	– Jan 1, 2003
– J1113	– Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	– Oct 1, 2006
– J1127	– Low Voltage Battery Cable	– Mar 1, 2010
– J1128	– Low Voltage Primary Cable	– Dec 1, 2005
– J1149	– Metallic Air Brake System Tubing and Pipe	– Aug 1, 2007
– J1292	– Automobile and Motor Coach Wiring	– Jan 1, 2008
– J1455	– Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	– Jun 1, 2006
– J1587	– Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	– Jan 1, 1996
– J1708	– Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	– Oct 1, 2008
– J1986	– Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	– Jan 1, 2006
– J1939	– Data Link Layer	– Dec 1, 2006
– J1995	– Engine Power Test Code - Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	– Jun 1, 1990
– J2402	– Road Vehicles—Symbols for Controls, Indicators, and Tell-tales	– Jan 1, 2010
– J2711	– Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	– Sept 1, 2002

Appendix G, Abbreviation and Acronyms

A/C	air conditioning
ABS	anti-lock braking system
AC	alternating current
ACQ	alkaline copper quaternary
ADA	Americans with Disabilities Act
Ah	amp hour
ALR	auto-locking retractor
APA	The Engineered Wood Association, formerly the American Plywood Association
APC	automatic passenger counter
APTA	American Public Transportation Association
ASTM	ASTM International, formerly the American Society for Testing and Materials
ATC	automatic traction control
AVL	automatic vehicle location
AWG	American Wire Gauge
BAFO	Best and Final Offer
BMS	Battery Management System
BRT	bus rapid transit
CARB	California Air Resources Board
CCS	climate control system
CCTV	closed-circuit television
cfm	cubic feet per minute
CGA	Compressed Gas Association
CNG	compressed natural gas
dB	decibel
DBE	disadvantaged business enterprise
DC	direct current
DDU	driver display unit
DEF	diesel exhaust fluid
DOT	Department of Transportation
DPF	diesel particulate filter
ECM	Engine Control and Monitoring
ECS	emission control system
ELR	emergency locking retractor
EMI	electromagnetic interference
EPA	Environmental Protection Agency
ESS	energy storage system
FEA	Finite Element Analysis
FEMA	failure mode effects analysis
FMCSA	Federal Motor Carrier Safety Administration
FMCSR	Federal Motor Carrier Safety Regulations

FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GAWR	gross axle weight rated
GPS	global positioning system
GVW	gross vehicle weight
GVWR	gross vehicle weight rated
H-point	hip-point
HDS	hybrid drive system
HMI	human-machine interface
HSC	hybrid system controller
HV	high voltage
HVAC	heating, ventilation and air conditioning
ICE	internal combustion engine
I/O	input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
LEL	LED emergency light
LV	low voltage
mA	milliampere
MDT	mobile data terminal
MPa	mega-Pascal
NC	normally closed
NFPA	National Fire Protection Association
NGV	natural gas vehicle
NOx	nitrogen oxide
NO	normally open
NTP	notice to proceed
OEM	original equipment manufacturer
OSI	Open Systems Interconnect
PA	public address
PMO	project management oversight
PPU	primary propulsion unit
PPU	prime power unit
PPV	price per vehicle
PRD	pressure relief device
psi	pounds per square inch
RF	radio frequency
RFI	radio frequency interference
RTC	real-time clock
SAE	SAE International, formerly the Society of Automotive Engineers
scf	standard cubic feet
SLW	seated load weight

SOC	state of charge
UL	Underwriters Laboratories
UNECE	United Nations Economic Commission for Europe
VDC	volts of direct current
Wh	watt-hours
VIN	vehicle information number
ZEB	Zero Emission Bus

Appendix H, References List Worksheet (Attached)

Appendix I, Plant and Service Center/s Worksheets (Attached)

Appendix J, Vehicle Questionnaire Sheet (Attached)

Appendix K, RFA Form (Attached)

Appendix H, References List Form (Submit all applicable to proposal, provide in Excel Format and Hardcopy)



RFP 23-01
REFERENCES FORM.xl

Appendix I, Mfrs. Plant and Service Ctr Audit Checklist (Embed requested Docs in Excel Sheet, submit electronic copy in Excel format and a hardcopy) For ZEB Buses, fill out both ZEB Bus and MFRS Preaward audit sheets, mark NA when necessary.

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Appendix J, Vehicle Questionnaire (Submit in Electronic Excel Format and Hardcopy, Embed Docs in Form as needed)



Appendix K, RFA (Use only this form for to request AE's)



MBTA CONTRACT # 23-01 NEW FLYER

AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on July 31, 2024 between and among **New Flyer of America Inc.**, with its principal place of business located at 6200 Glen Carson Drive, St. Cloud Minnesota, 56301 ("SELLER"), and **BASIN TRANSIT** ("Morongo Basin Transit Authority/MBTA"). SELLER and Basin Transit may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, MBTA, by its Request for Proposals #23-01, duly advertised for written proposals to be submitted for the purchase of Heavy Duty Transit ("BUSES") on behalf of itself and Consortium members ("Consortium") identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") and,

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed proposal in response to BASIN TRANSIT's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer for battery electric, compressed natural gas, diesel, diesel hybrid and hydrogen fuel cell powered buses; and

WHEREAS, SELLER's proposal in response to BASIN TRANSIT's Notice Inviting Proposals is attached hereto as Exhibit "B," and is incorporated herein by reference as if set forth in full; and

WHEREAS, the BASIN TRANSIT Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and BASIN TRANSIT upon the terms and conditions set forth herein; and

WHEREAS, BASIN TRANSIT has fully complied with all federal, state, and local laws governing public procurement process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and BASIN TRANSIT hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #23-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") to any and all participants named in the RFP who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #23-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of BASIN TRANSIT RFP #23-01 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY CONSORTIUM PARTICIPANTS.** SELLER shall collect payment from Consortium participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #23-01, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the BASIN TRANSIT Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT.** The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES.** Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS.** Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST.** No officer or employee of BASIN TRANSIT shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** Indemnification will be as per the terms and conditions specified in RFP #23-01, GC 9.1.

16. **WARRANTY.** The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #23-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

BASIN TRANSIT: Joe Meer
Director of Cooperative Purchasing Programs
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, California 92252

SELLER: Jennifer McNeil
Vice President of Sales and Marketing
New Flyer of America, Inc.
6200 Glen Carson Drive, St. Cloud Minnesota,
56301

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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

New Flyer of America, Inc.	Morongo Basin Transit Authority
By  Jennifer McNeil, Vice President of Sales and Marketing	By  Joe Meer, Director of Purchasing
07/08/24	



**The City of Porterville, CA
CNG 35' (foot) Transit Bus**

Price Proposal

Table of Contents

- Letter of Transmittal

New Flyer Price Proposal (35' CNG)

<u>Section</u>	<u>Title</u>
1.	Price Change Summary
2.	Price Change Detail
3.	Warranty
4.	Publications
5.	Training
6.	Tooling & Diagnostic
7.	Technical Summary
8.	Xcelsior Clean Diesel Brochure

Letter of Transmittal

Solicitation Requirements:

Letter of Transmittal

New Flyer Response:

Please see attached New Flyer's [Letter of Transmittal](#) to the City of Porterville.



November 7th, 2024

Albert Barragan
Field Services Supervisor-Transportation
City of Porterville
559-201-0844
abarragan@ci.porterville.ca.us

Subject: Option proposal for 9 (nine) Heavy-duty 35' CNG buses

Dear Mr. Barragan,

New Flyer is pleased to submit an updated option price quotation for the production and delivery of 9 (nine) Heavy-duty 35' CNG buses.

The proposed buses will be technically configured to SR 2645 and New Flyer's California contract with the Morongo Basin. The proposed contract is scheduled to line enter in Q1 2026 under New Flyer Option 2024-133 (CNG).

And XN35 price per contract is **\$746,688.60 /bus USD**

Bus pricing includes Warranty, Publications, and Delivery.

Key Proposal Elements

Warranty

New Flyer exceeds the industry standard warranties in many areas such as our 5-year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please see our Warranty Proposal for more information. Please note that warranty is included in the bus price.

Training

New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please see our Training Proposal for more information. Please note that optional training is not included in the bus price.

Publications

The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please see our Publications Proposal for more information. Please note that publications are included in the bus price.

Tooling and Diagnostics

Please see our Tools and Diagnostics Proposal for more information. Please note that tooling and diagnostics are not included in the bus price.

Delivery Proposal

New Flyer is proposing a complete delivery by Q2 of 2026 based on a receipt of a Notice to Proceed within 60 days of this submission.

Payment Terms

Following the terms and conditions of New Flyer's contract payment terms:

- Payment terms are Net 30 days
- Acceptance is within 15 days of delivery

CNG Bus: Proposed Progressive Payment Terms and Discount Options

Option 1

- 75% at engine installation
- 25% at acceptance
- Total discount from bus price: \$(6,329)
- Net payment: \$740,360

This project allows New Flyer the important opportunity to continue our strong relationship with City of Porterville. It also gives us the ability to deliver to Porterville some of the most advanced transit vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for Sixty (60) days. Please indicate your acceptance by providing a Purchase Order to New Flyer of America, attention Adrian Graca, email: Adrian_Graca@newflyer.com.

Sincerely,

NEW FLYER OF AMERICA INC.



Luciana Marques
Technical Sales Manager, New Flyer Inc.
E: Luciana_Marques@newflyer.com

CC: Walter Yang – Regional Sales Manager
Adrian Graca – Business Segment Director, Urban Transit Fleets

35' CNG Price Proposal

Section 1, Price Change Summary (35' CNG)

Solicitation Requirements:

Price Change Summary

New Flyer Response:

Please see attached New Flyer's [Price Change Summary](#) for the proposed Xcelsior 35' (foot) CNG bus.



Price Change Summary

Property:	City of Porterville
Option Origin:	Morongo Basin 23-335
Sales Release No.:	-
Quantity:	9
Type:	XN35
Price Change No.:	2
Revision:	C
Date:	14-Nov-24

	Each	Total
Items Included in Bus Price		
Original Contract Price Base Coach	\$ 684,900.00	\$ 6,164,100.00
Base Bus Price Change Total	\$ 61,788.60	\$ 556,097.38
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 746,688.60	\$ 6,720,197.38
Add Procurement Fee 1% per Morongo Basin/CALACT contract #23-01	\$ 6,666.67	\$ 40,000.00
ADA (Non-Taxable)	\$ 39,425.58	\$ 354,830.18
Delivery (Non-Taxable)	\$ 5,441.25	\$ 48,971.25
Extended Warranty (Non-Taxable)	\$ -	\$ -
Total Non-Taxable Items	\$ 51,533.49	\$ 443,801.43
Taxable Bus Price	\$ 695,155.11	\$ 6,256,395.96
City of Porterville, CA Sales Tax @ 9.25%	\$ 64,301.85	\$ 578,716.63
		\$ 6,835,112.58
Bus Price with Tax		
Total Per Bus Price Changes with Tax	\$ 810,990.45	\$ 7,298,914.01

Priced Separately Items

Original Contract Price for Contract Spares (If priced separately)		
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately		\$ -

Original Contract Price for Miscellaneous (If priced separately)		
Miscellaneous Price Change Total	\$ 191,085.99	\$ 191,085.99
Revised Miscellaneous Priced Separately	\$ 191,085.99	\$ 191,085.99

Revised Total Contract Price		\$ 7,490,000.00
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Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Section 2, Price Change Detail (35' CNG)

Solicitation Requirements:

Price Change Detail

New Flyer Response:

Please see attached New Flyer's [Price Change Detail](#) for the proposed Xcelsior 35' (foot) CNG bus.



Price Change Detail

Property:	City of Porterville
Option Origin:	Morongo Basin 23-335
Sales Release No.:	-
Quantity:	9
Bus Type:	XN35

Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Data	Extended Total
						Price per coach	
Base Bus Price Change	1	203	Suspension Front		Change front axel and wheel splash aprons to full width fore of axle and wheels; Also, two additional aprons aft of the wheels	51.15	460.33
	2	203	Suspension Front		Change front axle gear oil to synthetic	(32.30)	(290.70)
	3	205	Tires		Change from customer supplied to New Flyer supplied tires	5,365.70	48,291.31
	4	420	Body A/P Before Paint		Change roof fairings to full length	0.00	0.00
	5	422	Body A/P After Paint		Add interior compartment lights	297.87	2,680.80
	6	280	Passenger Signal		Add push button signals at curbside and streetside stanchions	38.07	342.66
	7	304	Paint & Decal		Add paint scheme per SR2645 (includes clear coat)	6,000.58	54,005.18
	8	450	Flooring A/P		Change flooring to Terabus 6727 Sirius NT	(657.80)	(5,920.24)
	9	460	Windows		Change windows to flush mounted with details as per SR2645	8,185.19	73,666.68
	10	470	Destination Signs		Change destination signs to Hanover per SR2645	(1,023.50)	(9,211.50)
	11	480	Mirrors		Change roadside and curbside mirrors to match SR2645	(230.20)	(2,071.81)
	12	526	Seating & Stanchions		Change passenger seats to Insight Prime+ with USBs per SR2645	8,664.14	77,977.22
	13	526	Seating & Stanchions		Add 10 black nylon overhead handhold straps	91.86	826.72
	14	549	HVAC System		Change refrigerant freon to R-407C	0.00	0.00
	15	549	HVAC System		Change HVAC return filters to disposable	3.48	31.34
	16	549	HVAC System		Change air compressor to ThermoKing X430	(1,474.00)	(13,266.00)
	17	286	Elect - Instrument & Switch		Add 3 SDS trays	867.20	7,804.84
	18	600	Customer Options		Add provisions for radio communication systems per SR2645	49.49	445.45
	19	600	Customer Options		Add Apollo interior camera system per SR2645	16,661.35	149,952.11
	20	600	Customer Options		Add Sportworks, DL2-WP Sportworks bike rack (stainless steel, satin) 2 bike rack option is Listed on Morongo Basin	1,609.00	14,480.99
	21	470	Destination Signs		Add Hanover infotainment system	11,132.65	100,193.83
	22	600	Customer Options		Add IRIS/IRMA automatic passenger counters per SR2645	219.44	1,974.97
	23	526	Seating & Stanchions		Change drivers seat to USSC 9100 ALX per SR2645	527.99	4,751.94
	24	Delivery	Deliverable		Delivery per Morongo Basin (Delivery Zone 3) Listed on Morongo Basin	5,441.25	48,971.25
Base Bus Price Change Total						61,788.60	556,097.38
Grand Total						61,788.60	556,097.38

Section 3, Warranty (35' CNG)

Solicitation Requirements:

Warranty

New Flyer Response:

Please see attached New Flyer's proposed [Warranty](#) for the Xcelsior 35' (foot) CNG bus.

Please note some warranty is included inside the bus price while extended warranty is available for purchase outside of the base price.



Built to Rely On®



CONTRACT DELIVERABLES LIST		Warranty		
CUSTOMER NAME	City of Porterville			
BID NUMBER	2024-133(23-335)			
BUS MODEL	XN35			
QUANTITY	9			
MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W. Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	5	Unlimited	
Alternator	EMP	2	100,000	
Air Dryer	Haldex	2	200,000	
LV Batteries	Odyssey	2	100,000	All warranty failures/ claims need to be handled through the local battery supplier due to batteries being a dangerous good and cannot be shipped back to New Flyer.
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Radiator Fan Drive	EMP	3	150,000	



MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Road Call	New Flyer of America	2	Unlimited	
Towing	New Flyer of America	5	300,000	
Handling (15%)	New Flyer of America	5	300,000	
Greenhouse Gas Emissions-Related Warrant	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Troubleshooting	New Flyer of America	5	300,000	
Tires	New Flyer of America	2	24,000	New Flyer of America warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.

Section 4, Publications (35' CNG)

Solicitation Requirements:

Publications / Manuals

New Flyer Response:

Please see attached New Flyer's proposed [Publication Manuals](#) for the Xcelsior 35' (foot) CNG bus. Please note the publication manuals are proposed inside the bus price.

CONTRACT DELIVERABLES PROPOSAL		PUBLICATIONS rev a. September 18, 2024			
PRIMARY CUSTOMER NAME		CITY OF PORTERVILLE			
PUBLICATIONS CUSTOMER NAME		City of Porterville			
BID NUMBER		2024-133 (based on 23-335)			
BUS MODEL		XN35			
QUANTITY		9			
New Flyer Standard Bus Publications				This is for one XN35 Option Build of approx 6 Buses Only	
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS	
Emergency Responder Guide (8.5x11 laminated paper)	6	With First Bus Delivery	6	Emergency information to be on board each bus	
Operator's Guide (8.5x11 3-hole)	1	With First Bus Delivery	6		
Parts Manual	1	Within 30 Business Days After Last Bus Delivery	6		
Service Manual	1	Within 30 Business Days After Last Bus Delivery	6		
Bus System Drawings Manual (11x17 3-hole regular paper includes air, electr, hydraulic, cooling, PLC HVAC layouts and schematics)	1	Within 30 Business Days After Last Bus Delivery	6		
TIV USB	1	Within 30 Business Days After Last Bus Delivery	6	USB Includes only NF Manuals plus OEM items below with ***	
Sub Total					
OEM Supplier Publications				This is for one XN35 Option Build of approx 6 Buses Only	
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS	
Cummins L9N (CM2380) Engine OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
Fault Code Troubleshooting Manual (Vol 1 - 3)	1	"	N/A		
Service Manual (Vol 1 - 2)	1	"	N/A		
Operation & Maintenance Manual	1	"	N/A		
Owners Manual	1	"	N/A		
ALLISON TRANSMISSION B300/400/3400xFE OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
Service Manual	1	"	N/A	*	
Parts Manual	1	"	N/A	*	
Troubleshooting Manual	1	"	N/A	*	
Principle of Operations	1	"	N/A	*	
Mechanics Tips	1	"	N/A	*	
Operator's Manuals	1	"	N/A	*	
Thermo King HVAC OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
Unit Operation & Maintenance Manual	1	"	N/A	*	
Intelligaire III Diagnostic Manual	1	"	N/A	*	
EMP Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
MH4 Cooling System Service Manual	1	"	N/A	*	
MH4 Cooling System Troubleshooting Manual	1	"	N/A	*	
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
ABS Maintenance Manual	1	"	N/A	*	
Apollo Video Surveillance System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
System User Guide	1	"	N/A	*	
Destination Sign OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
Hanover Operation & Maintenance Manual	1	"	N/A	*	
Amerex FSS & GD OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
V25ABC System Operation and Maintenance Manual	1	"	N/A	*	
SafetyNet Controller Operation and Maintenance Manual	1	"	N/A	*	
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier			
Hardware User Guides	1	"	N/A	*	
Software User Guides	1	"	N/A	*	

Section 5, Training (35' CNG)

Solicitation Requirements:

Training

New Flyer Response:

Please see attached New Flyer's proposed [Training](#) for the Xcelsior 35' (foot) CNG bus. Please note training options are recommended only. These training courses may be selected by the City of Porterville on an individual basis and New Flyer's training team is happy to assist in selecting the correct training to meet your needs.

CONTRACT DELIVERABLES LIST		CUSTOMER TRAINING								
CUSTOMER NAME		City of Porterville								
BID/OPTION/SR NUMBER		2024-133								
TECHNICAL SUMMARY		Rev Draft 2								
BUS MODEL		XN35								
DESCRIPTION	RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS	QTY HRS.	BASE UNIT COST AT BID	MATERIALS COST AT BID	TOTAL COST AT BID	TOTAL SELLING PRICE AT BID	REQUIREMENT	BILLABLE Y/N		
Operator Orientation (Train-the-Trainer)	6	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Maintenance Orientation	15	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Preventive Maintenance Inspection	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Multiplex System	10	32	\$174.00	\$280.00	\$5,848.00	\$7,894.80	Recommended	Y		
Entrance & Exit Doors	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Wheelchair Ramp	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Brake Systems and Axles	10	16	\$174.00	\$140.00	\$2,924.00	\$3,947.40	Recommended	Y		
Air System and ABS	10	8	\$174.00	\$70.00	\$1,462.00	\$1,973.70	Recommended	Y		
Suspension and Steering	10	8	\$174.00	\$70.00	\$1,462.00	\$1,973.70	Recommended	Y		
Electric Fan Drive	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Coolant Loop Fill Procedure	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Towing	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
Body and Structure	10	4	\$174.00	\$35.00	\$731.00	\$986.85	Recommended	Y		
CNG Fuel System	10	8	\$174.00	\$70.00	\$1,462.00	\$1,973.70	Recommended	Y		
OEM/Subcontractor Supplied Training										
DESCRIPTION	RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS	QTY HRS.	BASE UNIT COST AT BID	MATERIALS COST AT BID	TOTAL COST AT BID	TOTAL SELLING PRICE AT BID				
Engine Maintenance	10	16	\$375.00		\$6,000.00	\$8,100.00	Recommended	Y		
Transmission Maintenance	10	16	\$375.00		\$6,000.00	\$8,100.00	Recommended	Y		
HVAC Maintenance	8	8	\$425.00		\$3,400.00	\$4,590.00	Recommended	Y		
Fire Suppression/Gas Detection	10	8	\$475.00		\$3,800.00	\$5,130.00	Recommended	Y		
Destination Sign	10	8	\$450.00		\$3,600.00	\$4,860.00	Recommended	Y		

Section 6, Tooling & Diagnostic Equipment (35' CNG)

Solicitation Requirements:

Tooling & Diagnostic Equipment

New Flyer Response:

Please see attached New Flyer's proposed [Tooling and Diagnostic Equipment](#) for the Xcelsior 35' (foot) CNG bus. Please note the tooling and diagnostic options is recommended only and are meant to act as a shopping list for the City of Porterville to select depending on your Agency's need.

CONTRACT DELIVERABLES LIST		DIAGNOSTICS & TOOLS						
CUSTOMER NAME	City of Porterville							
BID/OPTION/SR NUMBER	2024-133							
TECHNICAL SUMMARY	Rev Draft 2							
BUS MODEL	XN35							
SHIPPING ADDRESS (IF DIFFERENT THAN ABOVE)	(IF	COMMENTS	DESCRIPTION	QUOTED PART #	BID QTY	EXTENDED SELLING PRICE	REQUIREMENT	BILLABLE Y/N
			Diagnostic Equipment					
		for use with all diagnostic software	Panasonic FZ55 Toughbook Laptop	6502351	1	\$3,537.05	Recommended	Y
		Product Drivers - NEXIQ.com	Nexiq USB Link™ 3 - WIFI/Bluetooth Edition	6494933	1	\$1,125.70	Recommended	Y
		INSITE™ Engine Diagnostics Cummins Inc.	Cummins Insite Software	NPN	1	\$0.00	Recommended	Y
		Requires annual renewal	Cummins Insite Lite (1st year subscription)	6339520	1	\$1,192.60	Recommended	Y
		Requires annual renewal	Insite Lite - 1-yr Renewal	6495522	1	\$1,192.60	Recommended	Y
		Requires annual renewal	Cummins Insite Pro (1st year subscription)	6339521	1	\$1,281.84	Recommended	Y
		Requires annual renewal	Insite Pro - 1-yr Renewal	6495523	1	\$1,276.16	Recommended	Y
		Requires annual renewal	Allison DOC Premium - 1st yr subscription	6469849	1	\$1,711.35	Recommended	Y
		Requires annual renewal	Allison DOC Premium - 1-yr Renewal	6474918	1	\$794.61	Recommended	Y
		Requires annual renewal	Wabco ABS Software (1st yr subscription)	6334596	1	\$412.02	Recommended	Y
			Software - Wabco ABS 1-yr Renewal	6495817	1	\$412.02	Recommended	Y
		Contact TK Regional Rep for software	Kit - Intelligaire III Diagnostic Cables	6393934	1	\$2,410.16	Recommended	Y
		EMP : Drivers & Downloads [emp-corp.com]	EMP Software	NPN	1	\$0.00	Recommended	Y
		kmeyers@hanoverdisplays.com	Hanover HELEN Software	6401762	1	\$15.45	Recommended	Y
			Hanover Keylo Programming Device	6401761	1	\$193.13	Recommended	Y
			Hanover Keylo Programming Base Station	6401760	1	\$270.39	Recommended	Y
		http://divapps.parker.com/divapps/qgan/VanscoVM	Vansco Software	NPN	1	\$0.00	Recommended	Y
		http://divapps.parker.com/divapps/qgan/VanscoDLA	Vansco 1210 Chooser	NPN	1	\$0.00	Recommended	Y
			Cable - Transtech VR Interface	6488984	1	\$321.60	Recommended	Y
		https://promo.parker.com/promotionsite/parker-sma	Smarttrider Software	NPN	1	\$0.00	Recommended	Y
		Software included in kit	Amerex SafetyNet Software & Interface	6355551	1	\$716.91	Recommended	Y
		Software included in kit	eStroke Diagnostic Kit - J1939	6466350	1	\$2,084.09	Recommended	Y
		optional stand-alone kit (not for PC)	eDT Diagnostic Handheld Kit - MGM eStroke	6412679	1	\$4,312.27	Recommended	Y
			Special Tools					
			Kit - Lift Tow Universal	6396565	1	\$304.28	Recommended	Y
			Kit - Lift Tow Receivers	6396567	1	\$1,846.81	Recommended	Y
			Xcelisior Flat Tow adapter (2 pcs. Per set)	6395097	1	\$3,668.43	Recommended	Y
			Assy - Frame Flat Towing	902990	1	\$6,228.84	Recommended	Y
			Jacking Adapters	434434	1	\$1,121.00	Recommended	Y
			Tool - Sway Bar Bushing Removal	566804	1	\$452.13	Recommended	Y
			Repair Kit - Disc Brakes & Calipers	6408310	1	\$5,088.42	Recommended	Y
			Torque Multiplier	6314711	1	\$2,521.51	Recommended	Y
			Hub Repair Kit - MAN VOK-08 Frt Axle	6408311	1	\$9,022.56	Recommended	Y
			Optional Hub Removal Hydraulic Tool Kit - MAN VOK-08	6458834	1	\$6,575.72	Recommended	Y
			King Pin Press Kit - MAN VOK-08 Frt Axle	6494532	1	\$20,369.61	Recommended	Y
			Hub Repair Kit - MAN HY1350 RR Axle	6408306	1	\$6,671.05	Recommended	Y
			ABS Sensor R&R Kit - MAN HY1350 RR Axle	6408307	1	\$1,213.41	Recommended	Y
			Pinion Seal Repair Kit - MAN HY1350 RR Axle	6444302	1	\$3,081.44	Recommended	Y
			Differential Repair Kit - MAN HY1350 RR Axle	6444303	1	\$10,614.37	Recommended	Y
			Optional Tool Kit - MAN HY1350 RR Axle	6444304	1	\$44,899.78	Recommended	Y
			Rebuild Kit - EMP Alternator	6405510	1	\$4,156.33	Recommended	Y
			Coolant System Pressure Tester	660817	1	\$1,073.74	Recommended	Y
			Kit - Coolant Pressure Fill	6484741	1	\$4,339.45	Recommended	Y
			Adj Tool - Strg Gear Box Press Relief	6465265	1	\$327.84	Recommended	Y
			Depth Punch - Strg Gear Box Press Relief	6465266	1	\$245.89	Recommended	Y
			Flow Meter Tester - Strg Gear Box	140809	1	\$1,320.86	Recommended	Y
			Puller Tool - Pitman Arm	6394270	1	\$486.26	Recommended	Y
			Alignment Tool - Flex Connector	6360381	1	\$863.70	Recommended	Y
			Eng/Trans Dolly - Universal	086444	1	\$3,021.46	Recommended	Y
			Cummins L9N Service Tool Kit	6483729	1	\$29,371.24	Recommended	Y
			Kit - Allison Service Tools	6360446	1	\$12,825.33	Recommended	Y
			TK R407c A/C Tool Kit	6397159	1	\$41,356.92	Recommended	Y
			Amerex Discharge Hose Blowout Adapter	052132	1	\$181.02	Recommended	Y
			Amerex Fire Alarm/Simulator Module	6484731	1	\$380.22	Recommended	Y
			Amerex Calibration Kit - AMGaDS III	6459321	1	\$1,445.81	Recommended	Y
			CNG Tank Valve Installation Tool	6467614	1	\$1,589.66	Recommended	Y

Section 7, Technical Summary (35' CNG)

Solicitation Requirements:

Technical Summary

New Flyer Response:

Please see attached New Flyer's proposed [Technical Summary](#) for the Xcelsior 35' (foot) CNG bus.

Family	Family Description	Feature	Feature Description
100-00	XCELSIOR COACH LENGTH	X35	Xcelsior - 35' coach.
100-03	STRUCTURAL MATERIAL	CAR	Carbon steel/ferritic sst.
100-04	FUEL TYPE	CNG	CNG
100-05	EPA CALENDAR YEAR	026	2026
100-0B	POWERTRAIN CAN BAUD RATE	500	500 kbps
100-0Y	BUS MODEL YEAR	025	2025
201-01	FRONT BUMPER	NFI	Romeo Rim, three piece, front bumper.
201-03	FRONT TOWING PROVISIONS	001	Basic set-up, incorporated in front chassis. Tow adapters are required.
201-05	REAR BUMPER	NFI	Romeo Rim, three piece, rear bumper with anti-ride feature.
203-01	FRONT AXLE	002	M.A.N. VOK-08-F, GAWR 18,078 lbs. With disc brakes. Hub mount, Knorr cylinders, Ferodo lining with low copper (<5%) brake pads.
203-02	SECUREMENT OF BRAKE LININGS	NFI	Bonded.
203-06	SHOCK ABSORBERS	NFI	Koni.
203-07	FRONT STABILIZER BAR	PVD	Required.
203-0A	FRT AXLE AND WHEEL SPLASH APRONS	002	Full width, fore of axle and wheels. Also, two additional aprons aft of the wheels.
203-0B	RADIUS ROD BUSHINGS	WIN	Windowed
204-01	REAR AXLE	001	M.A.N. 4.56:1. Model HY-1350-F. GAWR 28,660 lbs. With disc brakes, hub mount, Knorr cylinder, Ferodo lining with low copper (<5%) brake pads.
204-03	REAR AXLE GEAR OIL	SYN	Synthetic.
204-09	REAR AXLE DRAIN PLUGS	EXT	Magnetic external hex head.
204-0A	REAR AXLE MUD FLAP	ONE	One aft of rear axle. (Requirement is determined by local climate, ice build-up, high ambient temperature.)
204-0C	REAR WHEEL MUD FLAP	002	One aft of each rear wheel.
205-01	TIRE SUPPLIER	001	NFIL supplied tires.
205-06	WHEELS	LVL	Alcoa 22.5" x 8.25" aluminum. Buffed (LVL One) finish.
205-0J	STEERING AXLE TIRES	003	305/70R/22.5, Michelin X InCity Z (65 mph).
205-0M	REAR AXLE TIRES	003	305/70R/22.5, Michelin X InCity Z (65 mph).
209-01	POWER STEERING PUMP	ZFT	ZF/TRW power steering pump powered off engine accessory drive.
209-02	POWER STEERING HOSES	GAT	Gates G2XH
209-03	POWER STEERING DIAGNOSTIC FTGS	REQ	At steering box.
209-05	POWER STEERING RESERVOIR	REQ	Required.
209-06	POWER STEERING FLUID INDICATOR	PNL	Required at instrument panel.
209-08	POWER STEERING DRAIN PLUG	MAG	Magnetic plug.

209-09	POWER STEERING UNIT	VTX	ZF TAS85, power assisted, frame mounted.
209-0A	POWER STEERING SYSTEM FLUID	DEX	Dexron III, mineral based.
209-0B	POWER STEERING SENSOR	REQ	Hydraulic level sensor required.
219-01	FUEL/PROPULSION SYSTEM	CNG	L9N CNG engine.
219-02	PROPULSION,HP,TORQUE,TYPE	013	Cummins L9N 2024 emission-standard CNG engine, 280 horsepower with 900 LB FT torque. Uses a heat exchanger for the isolated cabin heating loop. Refer to 100-05 for EPA/Engine Model Year.
219-05	AIR COMPRESSOR	W30	Wabco HD 30.4, twin cylinder, turbo aspirated.
219-07	STARTER (ELECTRIC)	39M	Delco 39MT, 24 volt heavy duty cranking motor, integrated magnetic switch, with PLC cut-out.
219-0B	CUMMINS DIPSTICK,LOCATION	CSS	Static oil level indicator, on curbside of engine.
219-0C	ENGINE & TRANS FLUID FILL TAGS	NFI	For engine and transmission dipsticks.
219-0D	ROAD SPEED	060	Top road speed is governed. Set at 60 MPH (97 KPH).
219-0M	TRANSMISSION/HYBRID DRIVE/TRACTION MOTOR	001	Allison B400R (with retarder).
219-0P	TRANSMISSION SHIFTING	NFI	Foot on brake enables shift when in neutral.
219-0R	ALLISON TRANSMISSION SPEEDS	001	Primary mode: 6 speed Performance, secondary mode: 6 speed Economy.
219-0T	ALLISON NON-HYB TRANS RETARDER	001	1 stage from accelerator (25% retarder), 2 stages from brake pressure (66% and 100% retarder at 4 and 6 PSI).
219-0U	ALLISON TRANS FLUID LEVEL DISPLAY	BSC	Display provided.
219-0Y	ALLISON TRANSMISSION PROGNOSTICS	DIS	The ECU program has Prognostics set to ON but DISABLED. The customer can ENABLE as desired. Prognostics: Oil Life Monitor, Filter Life Monitor, Transmission Health Monitor.
219-15	ALLISON FUEL SENSE PACKAGE	2PL	FuelSense 2.0 Plus with DynActive infinitely variable shift scheduling, Dynamic Shift Sensing and improved Neutral at Stop functionality.
219-16	ALLISON NAS DEACTIVATION	001	Brake release.
219-18	FLUID, TRANS/HYBRID DRIVES	DDH	Dura Drive HD synthetic
219-1A	ENG/TRANS OIL DRAIN PLUGS	BSC	OEM Provided
219-1C	AIR CLEANER	CUM	Cummins. Reusable housing with disposable cartridge/filter.
219-1D	AIR RESTRICTION INDICATOR	MCH	Mechanical gauge mounted directly on air intake tube.
219-1E	EXHAUST SYSTEM	MUF	Using muffler and tubing.
219-1F	EXHAUST TAIL PIPE ORIENTATION	001	Curved pipe set to 45 degrees to streetside.
219-1G	EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG	BSC	Provided for the exhaust tubes.

219-1U	ENGINE SWITCH BOX	BSC	Basic indicator configuration with run/start switch.
219-22	ENGINE COMPARTMENT GAUGES	CNR	Programmable CAN communicator. Standard Features: Engine Oil Pressure, Engine Water temperature, Tachometer, 12V/24V battery voltage, Hour Meter, Active Faults, Individual CNG Tank Pressures, Drivetrain Specific features.
219-25	ENG SWITCHBOX KEYPAD	002	Includes service light switch, start disabled indicator, CNG valve fault indicator, coolant fill switch/low coolant indicator, rad fan diagnostic indicator/fan reverse switch.
219-27	ENGINE OIL FILL TUBE & CAP	BSC	Basic Cummins supplied.
219-28	ALTERNATOR	450	EMP Power 450.
219-2E	BELT GUARD	001	The engine pulley guard hinged to open curbside. Yellow powder coated.
219-2F	BELT GUARD LATCHING	001	SST adjustable draw latch.
219-2G	A/C BELT GUARD	BLT	The A/C pulley guard is bolted. Yellow powdercoated.
219-2Z	COOLANT PRESSURE FILL HOSE	GAT	Gates G2XH.
219-33	TRANSMISSION ACCUMULATOR HOSE	MNU	NFIL (Manuli) Equator 1.
231-02	RADIATOR,CAC,HYDR FLUID COOLER	MH4	EMP MH4 GEN4 with full diagnostic capabilities. 4 x 15" fans.
231-04	RADIATOR REVERSE FAN SW & DIAG LAMP	REQ	Keypad button.
231-06	SURGE TANK	DCY	Dual cylindrical SST tanks with isolated cabin heating loop.
231-08	SURGE TANK ENG MAINT & DERATE SENSOR MFR	FOZ	Fozmula
231-09	SURGE TANK PRESSURE TEST PORT	PVD	Schrader valve fitting provided.
231-0A	SURGE TANK PRESSURE RELIEF VALVE	001	Radiator cap (LEV-R VENT), built into surge tank cap.
231-0B	SURGE TANK SIGHT GLASS	NFI	Graduated sight glass (glass material).
231-0C	RAD TUBES	SST	SST
231-0F	COOLANT FLUID/ANTIFREEZE	001	50/50 pre-mixed distilled water with ethylene glycol with anti-corrosion additive and bittering agent. Pink fluid.
231-0G	TRANSMISSION/HYBRID DRIVE COOLER	009	Modine LCOC.
231-0H	TRANSMISSION OIL COOLER HOSES	NFI	NFIL (Manuli) Equator 1.
231-0K	COOLANT RECOVERY TANK	REQ	Required.
231-0T	LOWER VENT LINE HOSE	GAT	Gates G2XH.

241-OC	CNG FUEL TANKS	US6	6 Agility Fuel Solutions All Carbon Fiber (ACF) 15.7" OD x 120" long roof mounted cylinders with OMB ESA 24V solenoid valves. Total system capacity is 19,770 scf at 3600 psi.
241-OE	CNG PRESSURE RELIEF DEVICE	PRD	One remote OMB York and one PRD integrated into tank valve. Operating pressure: 0 - 3600 psi. Operating temperatures: -40 F to 180 F, thermal relief (nominal 230 F).
241-OF	CNG DEFUEL PROVISION	AFS	Swagelok AFS valve with quick connect 1/4" fitting and NGV1 receptacle compatible with OPW BDN defuel nozzle.
241-OG	CNG FUEL FILL RECEPTACLES	PRK	Parker Standard Fill (NGV1) and Fast Fill (Heavy Duty) receptacles set at 3600 psi. With dust cap. Compatible with Sherex/OPW 1000 and 5000 (or equivalent) nozzles.
241-OH	CNG FUEL LINE IDENTIFICATION	NFI	SST lines are labeled with yellow adhesive warning labels at every 36".
241-OJ	CNG TANK ISOLATION VALVES	NFI	Integral with tank valve.
241-OP	CNG FUEL FILL DOOR INTERLOCK	REQ	Shuts down engine when fuel fill door is open. Prevents engine restart. Programmable timing details are required for Electrical.
241-OR	CNG PRESS INDICATOR@INSTR.PNL	001	Lamp on instrument panel, triggers at 500 psi.
241-OT	CNG ROOF EQUIPMENT NON-SKID SURFACE	REQ	Provided where required.
241-OV	CNG ROOFTOP WALKWAY	PVD	Provide next generation CNG system with ergonomically friendly doors.
246-01	AIR COMPRESSOR DISCHARGE LINE	NFI	Teflon 2807 SST braided hose.
246-02	BASIC AIR TANKS	B01	Combo Tank 1 (Wet Tank + Primary Brake Tank), Combo Tank 2 (Front Axle Kneeling Tank + Accessory Air Tank), Secondary Brake Tank.
246-04	AIR TANK DRAIN VALVES	MNL	Manual 1/4 turn valve.
246-06	WET TANK DRAIN VALVE	MAN	Manual 1/4 turn valve.
246-09	RIDE HEIGHT SENSORS	SP2	SmartRider electronic leveling system on front axle and Barksdale mechanical leveling valves on center/rear axles.
246-0A	RIDE HEIGHT SETTINGS, NORMAL	SR1	Front ride height is 4.0" axle to bump stop.
246-0E	DOOR INTERLOCK	ENE	Applied to entrance and exit doors. Foot on brake to release interlock, applied via multiplex system programming.
246-0G	DRIVER'S PARK BRAKE ALARM	001	If the Master Run switch is in the OFF or PARK positions, the kneeling alarm is triggered to alert the driver that the park brake is not set.
246-0H	PARK BRAKE PRESSURE SETTING	NFI	40 psi auto-apply park brake valve. 60 psi pressure switch for park brake light activation.

246-0K	AIR DRYER	001	Haldex "Gemini MDx" Tandem air dryer (includes Multi-Treatment Catridge) and purge tank.
246-0M	AIR DRYER LOCATION	BSW	Behind the rear streetside wheelhouse, on the bulkhead.
246-0T	AIR SYSTEM OIL SEPARATOR	12V	Single Haldex oil/water separator, with 12V auto drain.
246-0U	PARK BRAKE ACTUATION	PUL	Pull To Apply.
246-0V	PARK/EMERG BRAKE LOCATION	PSC	Park brake control location - on side console panel.
246-13	FRONT TOW CONNECTOR	NPT	Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-14	FRONT AIR CONNECTOR ARRANGEMENT	SS1	Located below the bumper, streetside.
246-15	FRONT AIR CHARGE CONNECTOR	NPT	Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-16	REAR AIR CHARGE FITTING LOCATION	BSC	Routed to curbside of engine.
246-17	REAR AIR CHARGE CONNECTOR TYPE	NPT	Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-1B	FLEXIBLE AIR LINES	NFI	Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension.
246-1E	ABS	NFI	Wabco.
246-1J	FRONT CHARGE AIR ROUTING	WET	Direct charge to wet tank.
246-1K	REAR CHARGE AIR ROUTING	BFR	Connection before air dryer.
246-27	AIR SYSTEM TRANSDUCER FAULT DETECTION	001	Transducer Fault Detection - Transducer voltage falls to 0V if transducer failure occurs.
260-01	BATTERY MANAGEMENT	TRA	Transtech regulator w/Low Voltage Disconnect, temperature and current sensors to optimize battery life.
260-02	BATTERY VOLTAGE REGULATOR	002	Transtech REG24C w/J1939 and data logging
260-03	BATTERY VOLTAGE REGULATOR LOCATION	FUS	Mounted inside fuse box.
260-04	BATTERY TYPE / MFR	001	Two East Penn 8D Flooded lead acid maintainable batteries. 1425 CCA. Drop posts: 1/2" positive, 3/8" negative.
260-05	BATTERY CABLES	NFI	Red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end.
260-09	BATTERY TRAY	NFI	Slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side.
260-0C	POSITIVE BATTERY DISCONNECT SW	002	Required with quick access through flip-open door (No engine shutdown feature).

260-0E	BATTERY VOLTAGE EQUALIZER	V02	Vanner 100 amp.
260-15	ROOF FAIRING / SKIRTS ENCLOSURE	CNG	Fairing with full length skirts for XN.
260-1B	BATTERY VOLTAGE EQUALIZER QUANTITY	001	One
269-01	P.A. AMPLIFIER MFR / TYPE	REI	Requires a separate gooseneck or handheld microphone.
269-0C	GOOSENECK MICROPHONE	REI	REI, approximately 30" long from base to end of microphone. Black neck and head.
269-0D	GOOSENECK MICROPHONE LOCATION	API	Inverted, clipped to the A-pillar. Microphone clip is 15.26" from bottom of destination sign closeout panel.
269-0E	GOOSENECK MICROPHONE SWITCH	BLT	Built into microphone.
269-0G	INTERIOR SPEAKER MFR	TCB	TCB
269-0H	PRIMARY INTERIOR SPEAKERS	006	Six: four to light panels, two above rear bench.
269-0K	EXTERIOR SPEAKERS, LOCATION	ENT	At basic location above entrance.
269-0M	EXTERIOR SPEAKER MFR	SHE	Shekonic
269-0Z	PRIMARY PA SYSTEM	GSW	Gooseneck mic with built-in switch.
269-13	EXTERIOR SPEAKER QUANTITY	ES1	One
269-1B	AMPLIFIER LOCATION	SAW	Mounted on front position of sawtooth panel above driver.
269-1E	EXTERIOR SPEAKER COIL	1CO	Single coil
273-01	HEADLIGHTS	NFI	NFIL Xcelsior LED low beam and high beam headlights.
273-02	DAY RUN HEADLIGHTS	REQ	Required.
273-03	FRONT TURN SIGNALS	NFI	NFIL amber LED. Integrated with headlight assembly.
273-06	TAIL LIGHT ARRANGEMENT	006	Amber, red (stop/tail), red (stop/tail), white.
273-07	TAIL LIGHTS MFR	4DG	4" Dialight LED, grommet mounted.
273-08	CENTER STOP / DECELERATION LIGHT SIZE	BSC	18" X 1 " Dialight
273-09	WHITE BACK-UP LIGHT MFR	DLG	4" Dialight LED, grommet mounted.
273-0A	STOP LIGHTS ON WITH RTRDR/REGEN BRAKE	REQ	Required.
273-0B	STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK	NFI	When park brake or interlock are engaged.
273-0E	CENTER STOP / DECELERATION LIGHTS QTY	001	One
273-0F	CENTER STOP / DECELERATION LIGHTS LOCATION	BSC	At lower edge of HVAC door.
273-0H	SIDE TURN SIGNALS,TYPE / QTY PER SIDE	2DL	2 amber Dialight LED Lamps, 12 volt.
273-0J	SIDE TURN SIGNAL FUNCTIONALITY	BSC	Single intensity, Dialight LED lamps.

273-0K	SD TURN SGNL GUARD BRKT, MATERIAL/CTG	ALU	Aluminum, painted per paint scheme.
273-0M	CURBSIDE TURN SIGNALS LOCATION	001	Lamps are aft of front and fore of rear wheelhouses.
273-0N	STREETSIDE TURN SIGNALS LOCATION	01F	Lamps are fore of all wheelhouses.
273-0P	KNEELING/RAMP LIGHT AT ENTRANCE	NFI	2.5" Dialight LED.
273-0T	MARKER / CLEARANCE LIGHTS	001	Dialight LED without guard all around.
273-0V	REFLECTORS	NFI	Self-adhesive decals installed at NFIL basic positions.
273-0W	REAR LICENCE PLATE LIGHT	SMT	Smartrend LED.
273-10	TIMED SHUT-OFF, ENTR AREA LIGHTS	BSC	The program is set to shut the lights off when the door closes.
273-12	TIMED SHUT-OFF, EXIT AREA LIGHTS	NFI	The program is set to shut the lights off five seconds after the door closes.
273-1F	CENTER STOP / DECELERATION LIGHTS COLOR	RED	Red
273-1R	MARKER / CLEARANCE LIGHTS FUNCTIONALITY	NFI	New Flyer standard marker/clearance light functionality to meet applicable FMVSS/CMVSS regulations.
273-23	MARKER LIGHTS LOCATION	NFI	New Flyer standard marker light locations to meet applicable FMVSS/CMVSS regulations
273-25	EXTERIOR LIGHTS	DAY	Day Run, Night Run, and Night Park modes illuminate the tail lamps, marker/clearance lamps, and license plate lamp. Mandatory for Canadian customers.
273-26	CENTER STOP/DECELERATION LIGHT FUNCTIONALITY	STP	Basic stop functionality.
273-27	CENTER STOP/DECELERATION LIGHT VOLTAGE	12V	12 Volts.
277-02	INTERIOR PASSENGER LIGHTING	NFI	NFIL LED lights, 24 VDC.
277-04	PASSENGER LIGHTING: OUTPUT INTENSITY	001	0% 1st bank on each side, 100% for the remaining banks.
277-07	EXIT BASEPLATE / ELEC PNL ACCESS	NFI	At each exit door, through removable ad frame.
277-0B	TINTED LED PASSENGER LIGHT COVERS	WHT	White for all lights.
277-0C	FAREBOX LIGHT	SMT	One fixed LED light.
277-0F	DRIVER'S LIGHT	001	One sealed 2.5" white high output Smartrend LED light.
277-0K	SDS SERVICE LIGHT	1LL	One LED lamp, provided at upper front of SDS enclosure.
277-0M	SDS SERVICE LIGHT SWITCH CONTROL	BSW	With switch.

277-0N	PROPULSION COMPARTMENT LIGHTS	SMT	Smartrend, four 1.38" LED lights.
277-0V	REAR DECK STEP LIGHT	LED	LED.
277-0W	INTERIOR DOOR HEADER LIGHTS, ANTI-GLARE SHIELD COLOR	BLK	With black anti-glare shield.
277-0Y	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (ENTRANCE)	SGL	Single strip.
277-11	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (EXIT)	SGL	Single strip.
277-13	EXIT AND ENTR MECH BOX SERVICE LIGHTS	SMT	Smartrend LED with switch, at basic locations.
277-14	EXIT AND ENTR MECH BOX SERVICE LIGHTS QUANTITY	ONE	1 at entrance, 1 at each exit door.
277-18	SIDE CONSOLE COMPT SERVICE LIGHT	LED	Smartrend LED light.
277-19	SIDE CONSOLE COMPT SERVICE LIGHT WITH SWITCH	BSC	Switch mounted with lamp assembly.
277-1A	REAR PLC AND FUSEBOX SERVICE LIGHTS	NFI	Provided, LED.
277-1T	FRT DEST SIGN COMPT SERVICE LIGHT	SWI	LED light with switch.
277-29	SIDE CONSOLE COMPT SERVICE LIGHT MOUNTING LOCATION	FRT	Front Structure
277-2D	INTERIOR LED LIGHT FUNCTIONALITY	001	All banks are dimmable. When doors are open, lights turn on to full intensity. When doors are closed, lights reduce to secondary output intensity.
280-01	PASSENGER SIGNAL CHIMES	BSC	One basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-03	PASSENGER SIGNAL PULLCORDS	YLW	Yellow cords are required.
280-07	HORIZONTAL PASSENGER SIGNAL PULLCORDS	NFI	Set at NFIL designated basic height. All decks.
280-09	LWR DECK VERT PULLCORDS	004	Four: at the first and second street and curbside pillars forward of the face of the upper deck.
280-0D	SECUREMENT OF VERTICAL PULLCORDS	BSC	Looped or clamped to the horizontal depending on the location.
280-0T	PASSENGER SIGNAL TYPE AT WHEELCHAIR POSITIONS	BSC	Basic touchtape.
280-0V	PUSH BUTTON SIGNAL AT EXIT	001	Mounted facing aisle on stanchion fore of exit, low profile recessed button.
280-0Y	PUSH BUTTON SIGNALS,FRT W/HOUSE STANCH	TWO	C/S and S/S stanchions aft of the wheelhouse, 46.5" from floor to bottom of switches. Aisle facing , low profile recessed button.

280-19	PUSH BUTTON SIGNAL TYPE	NRQ	Not required.
284-01	ELECTRONIC CONTROL SYSTEM	NFI	Vansco.
284-02	SYSTEM VOLTAGE	NFI	24 VDC primary, 12 VDC secondary.
284-03	SWITCHES	NFI	Water resistant.
284-04	SPARE INPUT/OUTPUT PORTS FOR MULTIPLEX SYSTEM MODULES	NFI	Minimum 10% input and 10% output, per electrical panel location.
284-06	HAZARD WARNING LIGHTS	NFI	Front, side and rear lights flash for hazard warning.
284-0B	SDS ELECTRICAL PANEL ORIENTATION	FCS	Facing curbside.
284-0D	SDS ELECTRICAL PANEL LOCATION	BSR	Mounted on backside of SDS rack.
284-0F	ENTRANCE DOOR CONTROLLER	B5P	Basic with 5 position settings.
284-0N	PROPULSION SYSTEM RESET SWITCH	NRQ	Not required.
286-01	INSTRUMENT PANEL	TCH	LCD touch display screen. Acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module.
286-02	SHIFT SELECTOR LOCATION	NFI	located on instrument panel.
286-03	EXTERIOR LAMP TEST	NFI	simultaneously depress both turn signals.
286-04	SPEEDOMETER	VMI	Part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours). Remove "engine hours" on battery buses.
286-05	AUDIBLE SOUND FOR TURN SIGNALS/HAZARDS	BSC	Using click sound for turn signal and for hazard warning.
286-06	BRAKE/ACCELERATOR INTERLOCK DEACTIVATED WARNING	RED	provided by audible alarm and separate red warning lamp on instrument panel. (Must have in California.)
286-0A	RETARDER DISABLE SWITCH LOCATION	DRV	In sawtooth panel above driver.
286-0D	SILENT ALARM	REQ	Required.
286-0F	SILENT ALARM SW LOCATION	VSC	On vertical face of the side console.
286-0P	DIAGNOSTICS PLUG LOCATIONS	001	Under the front dash (left side of the steering column), at forward face of the SDS barrier (above driver) and at the engine switch box.
289-01	SECUREMENT OF HARNESSSES	BSC	Hellerman tyton clamps, with Panduit releasable cable ties.
296-01	WIRING DECAL,REAR PLC AND FUSEBOX	NFI	Provided, laminated.
296-02	WIRING DECAL,SIDE CONSOLE	LAM	Laminated, shipped loose.
296-07	SIDE CONSOLE DOOR DECAL LANGUAGE	ENG	English

298-01	WATER TEST DURATION	010	10 minutes.
298-02	WATER TEST DURATION A/C	OFF	Water Test with A/C off.
304-01	EXTERIOR PAINT TYPE	NFI	Axalta Imron Elite high solids polyurethane.
304-02	EXTERIOR PAINT CLEARCOAT	REQ	Required.
304-07	CORROSION PROTECTION	12Y	Grit blasted frame, moisture cure zinc-rich primer (applied for 12 year protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line.
304-09	EXTERIOR LOGOS,NFIL	REQ	NFI logos and Xcelsior logos in standard locations.
304-0E	PASSENGER COMPARTMENT DECAL LANGUAGE	ENS	English / Spanish. Passenger compartment decals are the decals within the area of the coach designed for the seating of passengers and that are intended primarily for passenger viewing.
304-0F	INTERIOR FLEET NUMBER DECALS	REQ	Required.
304-0G	MAINTENANCE DECAL LANGUAGE	ENG	English. Maintenance decals are the decals that will be referenced primarily when performing maintenance on the coach.
304-0H	KNEELING / RAMP DECALS	BSC	NFIL basic ramp & kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights.
304-0J	AIR TANK DECALS	NFI	NFIL basic.
304-0M	EXT FLEET NUMBERS, NON-ROOF	RFL	Required (reflective).
304-0Z	INTERIOR LOGOS, NFI	REQ	NFI logos at standard location.
306-02	FIRE EXTINGUISHERS	5US	5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers.
306-03	FIRE EXTINGUISHER LOCATION	LUG	Mounted on the front curbside luggage rack.
306-05	SAFETY TRIANGLE LOCATION	DRV	Behind the driver.
350-01	DRIVER'S PEDALS, POSITION / TYPE	BSC	Brake pedal angle set at 45 degrees from pedal to floor. Throttle pedal angle set at 45 degrees from pedal to floor.
350-04	BRAKE VALVES	NFI	E6.
350-07	TURN SIGNAL SWITCHES	BSC	Basic switches, floor mounted.
350-08	DIMMER SWITCH	BSC	Foot switch located beside side console panel.
350-0D	HAZARD WARNING LIGHT SW LOCATION	BSC	On side console.
350-0G	STEERING COLUMN	DAT	Douglas Autotech with tilt and telescopic features.
350-0H	STEERING WHEEL	18B	2 spoke, 18" diameter hard padded.
350-0M	DUAL HORN	BSC	Provided with splash shield.
400-01	JACKING / LIFTING PADS	001	4" diameter round pads at front and rear chassis.
420-02	EXTERIOR SIDE PANELS	NFI	Fiberglass.

420-03	REAR RF MOUNTED AIR SCOOP	SSU	Stainless Steel, unpainted (no coating).
420-05	CURB & STREET ENG,S/CONS DOORS,STRUTS	BSC	Supported by gas struts.
420-06	CURB & STREET ENG COMPT, BATTERY DOORS,LATCHES	CRM	Quarter turn chrome plated 5/16" square key latches. Also, used for the separate battery access door.
420-07	CURBSIDE PROPULSION COMPARTMENT DOOR	XN1	Includes battery disconnect switch access door (using a gas strut). Also includes CNG fuel fill access door.
420-09	DEFROSTER ACCESS DOOR LATCHES	CRM	4 quarter turn chrome plated 5/16" square key latches.
420-0A	STREET SIDE ENGINE (RADIATOR) ACCESS DOOR	WAV	With wavy screen.
420-0B	BATTERY COMPARTMENT DOOR	SOL	Solid door located aft of the curb side rear wheel, separate from the engine compartment.
420-0D	SURGE TANK DOOR	BSC	Basic hinged door.
420-0F	SIDE CONSOLE DOOR LATCHES	CHR	Quarter turn chrome plated 5/16" square key quad latches.
420-0G	PROPULSION DOOR	SOL	Solid door with built-in handle.
420-0H	PROPULSION DOOR STRUTS	TWO	Two, the streetside strut has a locking mechanism.
420-0J	PROPULSION DOOR LATCHES	CHR	Quarter turn chrome plated 5/16" square key quad latches.
420-0M	REAR LICENSE PLATE RETENTION	002	Centered with bottom retainer and two upper inserts.
420-0P	RAIN GUTTER	NFI	0.44" cross section bonded. drain holes and plugs
420-0R	ROOF HATCH INSTRUCTION LANGUAGE	ENS	English / Spanish.
420-15	ROOF HATCH SIZE,REAR	X24	24" X 24"
420-16	ROOF HATCH TYPE,REAR	BSC	Basic hatch/vent.
420-17	ROOF HATCH VENDOR,REAR	TRA	Transpec Worldwide.
420-1B	WIPERS	002	Sprague motors 24 volt electric with Sprague wet arm wipers. Intermittent.
420-1E	WINDSHIELD WASHER BOTTLE	5US	5 US gallon with electric powered pump mounted using 4 weld nuts.
420-1F	WINDSHIELD WASHER FILL LOCATION	NFI	Accessed via a flip-out door built into the exterior side console access door.
420-1G	LOWER DRIVER'S VENT	REQ	Provided.
420-1H	FENDERS	MOL	Molded polyurethane.
420-1M	EXTERIOR UPPER REAR	LOU	Louvered style fiberglass door for rear HVAC.
420-1N	EXT UPPER REAR DOOR STRUTS	2NL	Two, non-locking.
420-1P	EXT UPPER REAR DOOR,LATCHES	CHR	Quarter turn chrome plate 5/16" square key latches.
420-1T	FRONT LICENSE PLATE LOCATION	CEN	On center of defroster door.

420-1U	FRONT LICENSE PLATE RETENTION	004	Four inserts.
420-24	WIPERS, MOTOR ARM LENGTH	A01	34" long arm.
420-25	WIPERS, WIPER BLADE LENGTH	W01	26" long blade.
420-26	WIPERS, SPRAY STREAMS PER ARM	S02	2 streams per arm.
420-2B	DRIP EDGE FOR REAR CROWN PANEL/HVAC DOOR	REQ	Drip Edge along the bottom edge of the Rear Crown Panel/HVAC door to divert water entering the engine/propulsion compartment.
420-2C	SS REAR UPPER CORNER PILLAR VENTING	4RD	4 round screened openings.
420-2D	UPPER CORNER PILLAR DOOR LATCHES	BSC	Quarter turn chrome plate 5/16" square key latches.
421-01	INSULATION, SIDEWALL AND ROOF	POL	Polyisocyanurate foam. meets Docket 90 spec.
421-02	INSULATION, EXHAUST CAVITY	BGF	Heat-resistant fiberglass mat.
421-03	INSULATION, PROPULSION COMPARTMENT	ACO	Noise reduction acoustical foam, retained by perforated aluminum panels.
422-02	CEILING PNLS AFT OF FRT W/HS INCL RR PLC	WHT	Antique white plastic, SST trim.
422-03	CEILING / HVAC COVER PANELS ABOVE FRT W/HS	WHT	Antique White fiberglass.
422-04	HVAC RTN AIR GRILLE DOOR LOCK	1QL	2 quad latches.
422-05	ENTRANCE / DRIVER'S AREA PANELS COLOUR	BLK	Black. Includes dash, dest sign c/out, ent. mech. box, driver's o/head panels. and if used, ent. floor heat duct, frt. RH harness cover is black powder coated alum.
422-06	DRIVER'S CEILING PANEL MATERIAL	MEL	Melamine.
422-07	INTERIOR PIER PANEL MATERIAL	THE	Thermoplastic.
422-08	PIER PANEL COLOUR	WHT	Antique white
422-0A	INTERIOR LWR SIDEWALL MATERIAL	MEL	Melamine
422-0C	INTERIOR SIDEWALL MELAMINE	CHA	Charcoal Grey Gloss
422-0D	INTERIOR PROPULSION COMPT ACCESS PANEL	HIN	A single hinged panel under the rear seat
422-0E	INTERIOR UPPER REAR PANEL	CRG	Bulkhead panel covered with carpet / fabric material. With return air grille for RR mount HVAC system.
422-0F	CARPET / FABRIC, UPR REAR INT PANEL	CHA	Charcoal Grey carpet with 1/2" plywood backing.
422-0K	C/S, S/S RR BULKHEAD ACCESS PANELS	CPT	Carpeted DB plywood.

422-0M	HRNS/AIR LINE COVERS AT UPPER DECK	PFB	Painted flat black.
422-0N	FRT DEST SIGN DOOR LATCHES	SQL	Short wing quad latches.
422-0P	DRIVER'S OVERHEAD PANEL	NFI	With locker.
422-0R	DRIVER'S LOCKER LATCH	SQL	Short wing quad latch.
422-0T	DRIVER'S COAT HOOK AND STRAP	FWD	Located on the forward face of the harness cover behind the driver.
422-0U	SECURE DIAGNOSTIC STATION	SDS	Above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment.
422-0V	SDS ENCLOSURE COLOUR	BLK	Flat Black.
422-0W	SDS ENCLOSURE DOOR LATCHES	KEY	5/16" square key quad latch.
422-13	FRONT SUNVISOR / ROLLERBLINDS	B02	Black padded sunvisor.
422-14	SIDE SUNVISOR/ROLLERBLIND	B02	Black padded sunvisor.
422-15	SQUARE KEY T-HANDLE	DRV	Located at lower left of driver.
422-16	ENTRANCE MECHANISM BOX DOOR LATCH	2SW	Two short wing quad latches.
422-1B	C/S,S/S REAR BULKHEAD ACCESS PANELS, OPENING METHOD	REM	Removable access panels.
422-1R	FRONT DASH, ACCESS PANEL LATCH	BSC	Quarter turn, black powder coated 5/16" square key quad latches.
422-1W	INTERIOR UPPER REAR PANEL, TRIM OPTIONS	FLT	Flat Trim Design
422-21	INTERIOR UPPER REAR PANEL, OPENING METHOD	HPR	Hinged at top, held open with prop rod.
422-22	INTERIOR UPPER REAR PANEL, LATCHES	001	5/16" square key quad latch.
422-23	REAR PLC ENCLOSURE, LATCHES	001	5/16" square key quad latch.
450-02	FLOORING	PLY	Lower deck uses pressure treated NT ACQ plywood. Upper deck uses composite for step and floor to the rear wheelhouses and NT DB ACQ plywood to the rear.
450-03	DRIVESHAFT / TRANSMISSION / DRIVE MOTOR ACCESS PANELS	1AC	One panel only set in the floor to access the driveshaft.
450-07	TARABUS FLOOR COVERING	001	Anthracite 6727 Sirius NT (2.2 mm / 0.086" thick), for aisle and underseats.
450-0A	STEP TO UPPER DECK	YLW	Yellow anti-slip coating is applied to the edges and vertical faces of the step.
450-0B	FRONT AXLE STANDEE LINE	YLW	One yellow flooring safety line provided fore of the hump at the front axle.
450-0C	ENTRANCE NOSING	B01	Nosing is 2" wide yellow anti-skid applied to the ramp.

450-0D	EXIT NOSING	ALT	2.5" yellow nosing for Altro / Tarabus flooring.
450-0F	REAR SEAT RISER COVERING MATERIAL	B01	Same material and colour as used for the flooring.
450-0J	DRIVER'S PLATFORM FLOORING	T01	Tarabus, Anthracite 6727 Sirius NT (2.2 mm / 0.086" thick)
450-0K	DRIVER'S PLATFORM TRIM	SST	SST.
450-0M	OUTER WHEELHOUSES	B01	SST front and rear.
450-0N	INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS	B01	Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided.
450-0T	TRIM UPPER DECK	ALU	Aluminum.
450-13	INTERIOR FRONT W/HOUSE (LUGG RACK), SCUFF GUARDS	BSC	Standard height scuff guard
450-14	EXIT DOOR, WHEELHOUSE AND UPPER DECK TRIM, MATERIAL	ALU	Aluminum Trim
460-01	WINDSHIELDS	72B	72% light transmittance green laminated. With blue shade band for street and curb sides.
460-02	WINDSHIELD PROTECTIVE FILM	REQ	Required for coach delivery beyond a 500 mile radius of Final Assembly.
460-04	PASS / DRVR'S WINDOWS MANUFACTURER	AGF	Arow Global flush mounted.
460-05	FLUSH PASSENGER WINDOWS	BFT	Bottom is fixed, top tip-in.
460-07	SDS WINDOW	BSC	Bottom is fixed, top is fixed. Glazing matches passenger window.
460-08	FLUSH WINDOW GLAZING	F04	Grey, 44% light transmittance, tempered.
460-0A	FLUSH WINDOW LOCKS	001	Locking set-screw.
460-0C	WINDOW FRAME COLOUR	BLK	All window frames are black anodized.
460-0D	WINDOW EMERGENCY EGRESS	NFI	Minimum quantity based on FMVSS requirements, local, state/provincial, federal regulations or customer spec whichever is greater.
460-0E	SIDE DESTINATION SIGN WINDOWS	CSN	Curb side. Fixed clear top and fixed bottom. Bottom matches passenger window glazing. (review 470 for side sign details).
460-0G	WINDOW GLAZING REPLACEMENT	BSC	Basic replacement.
460-0J	PASS WINDOW THICKNESS	6MM	6 mm.
460-0K	DRIVER'S WINDOW, FLUSH	SSN	With single sliding sash (forward), with exterior and interior handles. Non-egress.
460-0P	DRIVER'S WINDOW GLAZING	TEM	Tempered with minimum 70% light transmittance.
460-0R	DRIVER'S WINDOW SHADE BAND	REQ	Required.
470-01	DESTINATION SIGNS MFR	H03	Hanover, LED display system, EG4

470-02	DEST SIGN CONTROL UNIT LOCATION	OVR	Under driver's overhead panel at forward position of sawtooth panel.
470-06	HANOVER FRT.DEST.SIGNS	A02	White LED, 17 x 160 pixels.
470-07	FRONT DESTINATION SIGN GLASS	LAM	Laminated.
470-0A	CURB SIDE DESTINATION SIGN LOCATION	1WI	Basic, at the first window, aft of entrance door. Note: this allows a maximum display width of approximately 40".
470-0D	HANOVER CURBSIDE DEST.SIGNS	A02	White LED, 8 X 96.
470-0H	REAR ROUTE SIGN,LOCATION	HDR	At the lower center of the rear HVAC door.
470-0M	HANOVER REAR ROUTE SIGNS	A02	White LED, 15 X 48.
470-0P	AVA / AVL SYSTEM	T01167	(T),Routematch system installed by NFIL, including antenna(s),cabling, ground plates and all required system components.
470-10	AVA/AVL LED SIGN LOCATION	REQ	Required on the HVAC overhead enclosure at front.
470-16	NEW FLYER CONNECT-DIAGNOSTIC & MONITORING SYSTEM	WOD	Required without driver maneuver awareness system (DMAS).
470-1P	AVA/AVL LED SIGN	052	Routematch LED sign, amber, 7x96 pixels, 20 characters, one line. Supplied by Routematch. Cutout Size 33.5" X 2.50".
470-20	NF CONNECT SUBSCRIPTION TERM	002	2 years.
470-22	GEOFENCE REQUIREMENT	NRQ	Not required
480-02	EXTERIOR MIRROR MANUFACTURER	HAD	Hadley.
480-03	EXTERIOR SS MIRROR GLASS STYLE	2PC	2/1 (upper portion is flat, lower portion is convex).
480-04	EXTERIOR SS MIRROR GLASS SIZE	815	8" x 15"
480-06	EXTERIOR SS MIRROR POWER OPTIONS	DUR	Dual remote control. (The upper and lower portions are remote controlled.)
480-08	EXTERIOR SS MIRROR ARM FUNCTIONALITY	PUL	Pull back. Mirror arm is manually returned to its previously set position after deflection.
480-09	STREET SIDE MIRROR MOUNT	LOW	Low mount.
480-0E	EXTERIOR CS MIRROR GLASS STYLE	2PC	2/1 (upper portion is flat, lower portion is convex).
480-0F	EXTERIOR CS MIRROR GLASS SIZE	815	8" x 15"
480-0H	CURB SIDE MIRROR POWER OPTIONS	DUR	Dual remote control. (The upper and lower portions are remote controlled.)
480-0K	EXTERIOR CS MIRROR ARM FUNCTIONALITY	PUL	Pull back. Mirror arm is manually returned to its previously set position after deflection.

480-12	ENTRANCE DOOR MIRROR VENDOR	HAD	Hadley.
480-13	DRIVER'S REAR VIEW MIRROR	BCO	8" x 15", black, convex.
480-14	SPOT MIRROR	6DF	6" diameter flat mirror with short arm, located at curbside front.
480-15	EXIT DOOR MIRROR	12C	Convex, 12" diameter, mounted on curved modesty panel stanchion.
480-17	ENTRANCE DOOR MIRROR	6CC	6" round convex mounted on mech box door above entrance door area.
480-26	STREET/ CURB SIDE MIRROR ARM MATERIAL	CAR	Carbon steel
490-01	ENTRANCE DOOR DRIVE SYS	PNE	Pneumatic
490-02	ENTRANCE DOOR	VAP	Vapor slide glide.
490-03	ENTRANCE DOOR LIMIT SWITCH SET-UP	PRX	Solid state proximity switch.
490-04	ENTRANCE EMERGENCY RELEASE VALVE	PVD	Within mech box.
490-05	ENTRANCE DOOR MAGNETIC DUMP VALVE	REQ	required, located at baseplate venting entrance door
490-07	ENTR/EXIT FRANG.COVER,LANGUAGE	ESP	English and Spanish.
490-09	ENTRANCE DOOR COLOUR, INTERIOR	BLK	Black
490-0B	ENTRANCE DOOR HANDLES	YLW	Yellow powder coated.
490-0K	ENTRANCE DOOR GLAZING	BSC	Full length single piece, 72% green.
490-0V	ENTR/EXIT FRANG.COVER	PER	Perforated cover.
490-0W	ENT AND EXIT DOORS, INTERIOR AND EXTERIOR PANEL COLOR	BLK	Black Powder Coat
491-01	EXIT DOOR DRIVE SYS	PNE	Pneumatic
491-02	EXIT DOOR	MED	One rear curbside exit door. Medium Ameriview Vapor Slide Glide, 34.8" between panels.
491-03	SLIDE GLIDE EXIT LIMIT SWITCH	PRX	Solid state proximity switch.
491-04	EXIT DOOR CONTROL	DRC	Driver controlled at side console.
491-0D	EXIT DOOR SENSITIVE EDGE	SVE	Pneumatic sensitive vertical edge sensor provided at all exit doors.
491-0H	EXIT FRANGIBLE COVER SECUREMENT	MAG	Magnetic latch.
491-0M	EXIT DOOR ASSIST HANDLES	004	Yellow powdercoated, UPA-3 Aluminum
491-0P	EXIT DOOR GREEN LIGHT	LED	LED green light indicates that the exit door is set to open.
491-0T	EXIT DOOR ALARM	B01	Buzzer and red 'rear door open' indicator at the instrument panel activated when the sensitive edge is triggered.

491-0U	EXIT DOOR GLASS SIZE	FUL	Full length.
491-0V	EXIT DOOR GLAZING	6MM	6 mm
491-12	EXIT DOOR GREEN LIGHT MOUNTING ORIENTATION	HOR	Exit door green light mounted horizontally on baseplate
526-02	35' PASSENGER SEAT QUANTITY	030	30
526-04	PASSENGER SEAT MANUFACTURER	AME	American Seating.
526-07	AMERICAN SEATING SEAT MODEL	I03	Insight-Prime+ seat, two color selection without an insert. Details as per customer spec.
526-09	REAR BENCH SEAT	NFI	1-3-1 hinged seat.
526-0A	PASSENGER SEAT MOUNTING	CAN	Cantilever
526-0B	SEAT MOUNTED GRABRAIL	RES	Composite resin
526-0C	FIRST SEAT, CURBSIDE UPPER REAR	FFA	Forward facing.
526-0D	FIRST SEAT, STREETSIDE UPPER REAR	FFA	Forward facing.
526-0F	PASSENGER SEATING BARRIER	INT	Integrated with restraint system.
526-0G	SEAT POSITION, FORWARD OF REAR EXIT	FFA	Forward facing.
526-0R	USSC DRIVER'S SEAT MODEL	A01	9100 ALX. Has 2 point seat belt. Has air suspension and lumbar.
526-0W	DRIVER'S SEAT COVER	FVB	Fabric insert with vinyl boxing.
526-0Y	DRIVER'S SEAT BELT	LHS	Lap belt with retractor on left hand side.
526-10	DRIVER'S SEAT BELT COLOR	BLK	Black
526-14	DRIVER'S SEAT BASE RISER MATERIAL	BLK	Black powdercoated steel.
526-17	DRIVER'S SEAT HEADREST	VNL	Required, vinyl headrest.
526-18	WHEELCHAIR POSITIONS, QUANTITY	B01	Two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses.
526-19	CS WHEELCHAIR RESTRAINT SYSTEM	QPD	Q'POD forward facing barrier with integrated wheelchair restraint.
526-1A	SS WHEELCHAIR RESTRAINT SYSTEM	QPD	Q'POD forward facing barrier with integrated wheelchair restraint
526-1D	SHOULDER HARNESS, W/CHR RESTRAINTS	INT	Integrated with Q-Pod restraint system.
526-1F	STANCHION / GRABRAIL STYLE	CUR	Curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions.
526-1G	OVERHEAD HORIZONTAL GRABRAILS	SST	SST
526-1H	OVERHEAD GRABRAIL HANDHOLD STRAPS	BNU	Flexible black nylon straps, loose on horizontal stanchions, locations as per customer spec.

526-1J	OVERHEAD GRABRAIL HANDHOLD STRAPS,QUANTITY	010	Ten
526-1K	COLOR - STANCHIONS AT EXITS & RR RISER STEP	YLW	Yellow SST
526-1M	VERT FORE OF S/S FRT W/HOUSE	BLK	Black SST
526-1N	VERT AFT OF S/S FRT W/HOUSE	VSS	To match colour of vertical seat stanchions (see Option 526-1T).
526-1P	VERT FORE OF C/S FRT W/HOUSE	YLW	Yellow SST
526-1R	VERT AFT OF C/S FRT W/HOUSE	SEA	To match colour of vertical seat stanchions (see option 526-1T).
526-1T	COLOR - VERTICAL STANCHIONS AT SEATS	SST	SST
526-22	FRONT CURBSIDE LUGGAGE RACK	001	Horizontal tube wrapping around fore, aisle, and aft sides
526-23	FAREBOX GRABRAIL STYLE	001	Basic grab rail.
526-25	MODESTY PANEL MATERIAL	SST	SST leathergrain. Laminated sandwich construction with SST skin on both sides.
526-27	C/SIDE FORE UPR DECK MOD PNL, GAP	NFI	Approximately 2" diagonally.
526-29	BARRIER AT STREET SIDE REAR RISER	MOD	Modesty panel (material and color per 526-25/526-26).
526-2B	BARRIER REAR BENCH SEATS	SSB	Single stanchion bar. Stanchion color to match vertical stanchions at seats (526-1T).
526-2M	BARRIER FWD OF EXIT(S)	UPB	Upper panel, 0.5" clear polycarbonate, basic width.
526-2T	EMERGENCY INSTRUCTIONS	ESP	English / Spanish.
526-32	DRIVER'S SEAT, FORE/AFT SEAT TRAVEL	FA1	The fore / aft seat travel is 9.45".
526-37	FRONT CURBSIDE LUGGAGE RACK COLOR	SST	SST
526-3B	FAREBOX GRABRAIL COLOR	YLW	Yellow
526-3V	SEAT FWD OF REAR BENCH SEAT	FWD	Forward facing.
549-01	HVAC UNIT 1	TK4	Rear TK T15 rear A/C unit.
549-04	HVAC UNIT MOTOR TYPE	NFI	Brushless motor for primary heating & cooling system.
549-05	REFRIGERANT	407	R-407C freon.
549-06	HVAC AIR INTAKE	AIR	Recirculated air only.
549-07	HVAC RETURN AIR FILTER	RPF	TK polyester (disposable) filter.
549-0C	HVAC SYSTEM VALVES	BVB	Brass ball valves with basic handles.
549-0D	A/C AND HEATER LINE CLAMPS	IDE	Ideal.
549-0E	A/C COMPRESSOR	430	Thermo King X430.
549-0F	A/C COMPRESSOR HOSE	DUR	Duraflex convoluted stainless steel, braided.
549-0J	HVAC ELECTRONICS	TK1	Thermo King Intelligaire 3, valid for A/C or heater units. With limited diagnostic capabilities.

549-0K	HVAC CONTROL PANELS	TKH	Thermo King, installed at the HVAC unit.
549-0N	A/C PRESSURE READINGS	TK1	Obtained via the Thermo King Intelligaire 3 control panel.
549-0Y	HVAC BOOSTER FAN	MCC	MCC overhead fan with brushless motor.
549-16	BOOSTER PUMP	260	Valeo SPump 260W CAN capable.
549-1A	DEFROSTER	004	MCC 3 speed brushless SPAL blower, plastic end-caps, electrically controlled damper with on/off interlock.
549-1G	AUXILIARY HEATER AIR INTAKE	DIF	In engine compartment, with diffuser.
580-01	FRONT WHEELCHAIR RAMP	NFF	NFIL ramp at front door. 32" wide, with 1:7 slope.
580-02	FRONT RAMP CONTROL	SWI	Ramp switch at driver's instrument panel.
580-08	WHEELCHAIR RAMP,SURFACE	FMJ	Covered with Full Metal Jacket anti-skid treatment. The leading edge is yellow FMJ, the side flanges are painted yellow.
580-0G	KNEELING/RAMP DEPLOYMENT WARNING BEEPER	MED	IP68-rated beeper, medium loud fast beep.
580-0H	FRONT KNEELING/RAMP DEPLOYMENT WARNING BEEPER LOCATION	BSC	Curbside under front mask.
600-05	BACK-UP ALARM	BSC	Basic alarm located on curbside.
600-0J	SDS TRAY QUANTITY	003	Three trays total.
600-0M	FAREBOX PEDESTAL	BSC	Stainless Steel Material. Length = 26.56"; Front fore length = 12.36"; Width = 13.96"; Height = 6"
600-0N	FAREBOX	GF3	41" Genfare FastFare
600-0P	FAREBOX,SUPPLIED BY	002	Supplied and installed by customer.
600-0R	FAREBOX POSITION / HOLES	CUS	Located in customer specified position whether installed by NFIL or by customer.
600-1F	DRIVER'S STORAGE BOX BEHIND SEAT	PDL	Basic box with paddle latch, no key.
600-26	RADIO,COMMUNICATION SYSTEM	PRV	Provisions for system. Installation of antenna (s),cabling and ground plates, as per customer spec.
600-2G	VIDEO SURVEILLANCE SYSTEM	CIE	Interior and exterior cameras.
600-2H	VIDEO SURVEILLANCE SYSTEM,MFR	APO	Apollo
600-31	FIRE SUPPRESSION	AMS	Amerex SafetyNet system.
600-32	FIRE SUPPRESSION BOTTLE LOCATION	BSC	Streetside behind light panels.
600-33	FIRE DETECTION SENSORS	A03	Amerex fire detection sensors - two at streetside and one at curbside of engine compartment.
600-34	FIRE SUPPRESSION BOTTLE	A25	25 lb Amerex ABC dry chemical agent tank without inline blowout adapter.
600-35	FIRE SUPPRESSION BOTTLE ACCESS DOOR	002	Required without sight window.
600-36	FIRE SUPPRESSION DISPLAY PANEL LOCATION	MID	Under driver's overhead panel at middle position of sawtooth panel.

600-3N	METHANE DETECTION, CNG	AMS	Amerex Safety Net System, details as per customer spec.
600-3P	METHANE DETECTOR LOCATION	003	Four detectors on the roof, one in the engine compartment, and one in the A/C compartment.
600-3V	BICYCLE RACK MANUFACTURER/MODEL	DWF	Sportworks, DL2-WP (wide profile), front mounted.
600-3W	BICYCLE RACK MOUNTING	BOL	Bolted slide-in standoff.
600-3Y	BICYCLE RACK REMOVAL	BOL	Bolted rack.
600-3Z	BICYCLE RACK MATL/COLOR	SAT	SST, satin anti glare finish.
600-40	BIKE RACK DEPLOY INDICATOR LIGHT	REQ	Required.
600-42	BICYCLE RACK INSTRUCTIONS	ENG	English
600-4D	VIDEO/INFOTAINMENT SYSTEM	HAN	Hanover
600-4E	VIDEO/INFOTAINMENT DISPLAY QTY	001	One
600-4Y	PASSENGER USB CHARGERS	REQ	Required.
600-4Z	PASSENGER USB CHARGER LOCATION	SEA	Incorporated (where available) into seats.
600-5A	AUTOMATIC PASSENGER COUNTER SYSTEM	FUL	Full system.
600-5B	AUTOMATIC PASSENGER COUNTER VENDOR	IR7	IRIS/IRMA (provided by Routematch)
600-5M	IRIS/IRMA AUTOMATIC PASSENGER COUNTER (APC) MODEL	IRM	Matrix
600-6F	FAREBOX PEDESTAL TREATMENT	BFM	Black full metal jacket.
600-6H	FAREBOX ORIENTATION	24D	Rotated 24 degrees clockwise from vertical face of driver's platform.
600-87	BIKE RACK DEPLOYMENT SWITCH	REQ	Required.

Section 8, Xcelsior CNG Brochure

Solicitation Requirements:

Xcelsior CNG Brochure

New Flyer Response:

Please see attached New Flyer's [Brochure](#) describing some of the features and benefits of the proposed Xcelsior 35' (foot) CNG bus.



xcelstor[®] CNG

Your low-emission mobility solution.



Green transit solutions.

Deploying low and zero-emission technology is a critical part of reducing greenhouse gas (GHG) emissions.

Introduced to market in 1994, New Flyer's heavy-duty compressed natural gas (CNG) transit bus can meet your transit agency's low-emission needs today.

Facts.

CNG lends consistency in operation and design across the transit industry: all bus manufacturers who produce CNG buses in North America do so using the same CNG tank technology.

CNG offers direct solutions to your low-emission challenges.

With clean, safe, and readily available technology, CNG propulsion **emits 90% less nitrogen oxide (NO_x) than diesel engines** - and meets particulate matter levels without the need of a filter.

Benefits of Xcelstor[®] CNG.



Breathability

CNG buses emit virtually no visible particulate matter or black soot at the tailpipe, lending cleaner, more breathable air to your community.



Easy Transition

With fewer infrastructure resources than battery-electric buses, CNG buses can be immediately deployed and scaled, helping to transition your fleets to low and zero-emission.



Extended Range

CNG buses provide an extended range of 350 - 400 miles.



Cost-Effective

The price of natural gas remains steady and less expensive than diesel.



Low-Maintenance

CNG buses are easier to maintain than traditional diesel engine buses.

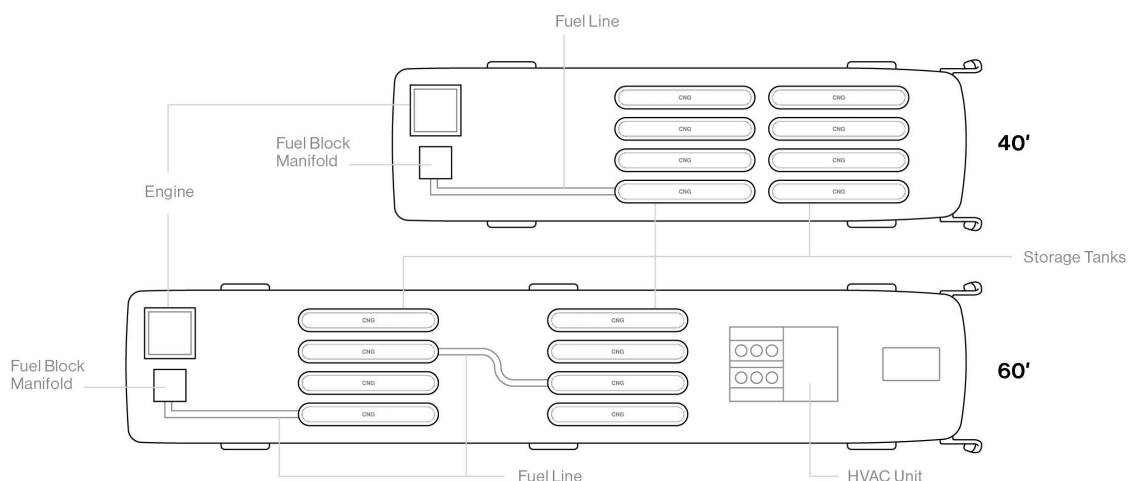


Particulate Filter-Free

CNG eliminates the need for particulate filters and regeneration cycles.

How it works.

CNG is made by compressing natural gas. It is stored in cylindrical tanks placed on the roof and distributed via a main fuel supply line.



A CNG fuel system transfers high-pressure natural gas from the storage tank through the main fuel supply line to a fuel block manifold and filter.

The natural gas pressure level is reduced using a pressure regulator — to be compatible with the engine fuel injection system. Fuel is then introduced into the intake manifold or combustion chamber.

Over 25 years of innovating CNG technology.

New Flyer has delivered nearly 14,000 CNG buses to transit agencies across the United States and Canada. Today, its CNG technology is built on the Xcelsior® transit bus model.

Unmatched Safety

New Flyer continually references and integrates industry-leading safety measures and best practices to its manufacturing process, including recommendations of the Federal Motor Carrier Safety Administration ("FMCSA") and National Fire Protection Association ("NFPA") 2019 — both of which are considered to be industry standards.

Proven Design + Performance

New Flyer has delivered over 16,000 Xcelsior® heavy-duty transit bus models, together accumulating over one billion miles of revenue service.

Commitment to Clean, Safe, Sustainable Transit

Every day, New Flyer buses carry millions of people to their destinations — this is not a responsibility we take lightly. Together with leading transit agencies, we are proud to deliver safe, low-emission mobility solutions to communities across North America.



Why choose a New Flyer CNG bus?

New Flyer has been your CNG leader for more than 25 years and offers unmatched expertise in the design and deployment of low-emission transit buses.

Facts.

New Flyer CNG buses conform to the EPA and NHTSA comprehensive Heavy-Duty National Program that reduces greenhouse gas emissions and fuel consumption for heavy-duty highway vehicles.

35' *XN35*

40' *XN40*

60' *XN60*

Measurements

Length	36' 3" (11.05m) Over bumpers; 35' 5" (10.80m) Over body	41' 0" (12.50m) Over bumpers; 40' 2" (12.24m) Over body	60' 10" (18.54m) Over bumpers; 60' 0" (18.29m) Over body
Width	102" (2.6m)	102" (2.6m)	102" (2.6m)
Roof Height	11' 1" (3.3m)	11' 1" (3.3m)	11' 1" (3.3m)
Step Height	14" (356mm)	14" (356mm)	14" (356mm)
Front Step Height (Kneeled)	10" (254mm)	10" (254mm)	10" (254mm)
Interior Height – Floor to Ceiling	79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach	79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach	79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach
Tire Size	305/70R22.5	305/70R22.5	305/70R22.5
Aisle Width	22" to 24" (559mm to 610mm) (varies with seat model)	22" to 24" (559mm to 610mm) (varies with seat model)	22" to 24" (559mm to 610mm) (varies with seat model)
Wheelbase	226.75" (5.8m)	283.75" (7.2m)	229" (5.8m) Front / 293" (7.4m) rear

Propulsion

Transmission	Allison; Voith and ZF options available	Allison; Voith and ZF options available	Allison; Voith and ZF options available
Engine Options	Cummins L9 CNG	Cummins L9 CNG	Cummins L9 CNG

Passenger Capacity

(With wheelchair barrier protection)

Seats	Up to 32	Up to 40	Up to 61 (with one exit door)
Standees	Up to 33	Up to 43	Up to 62 (with one exit door)

Accessibility

Doors	2	2	2 or 3 (option for up to 5 doors)
Wheelchair Accessibility	32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door	32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door	32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door
Wheelchair Locations	2 - Front location, rear location also available (other options available)	2 - Front location, rear location also available (other options available)	2 - Front location, rear location also available (other options available)

Approach Angle

Approach/Departure/Breakover Angles	9°/9°/12°	9°/9°/9°	9°/9°/12° (front) 9° (back)
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Turning Radius

(Body, with aluminum wheels;
*Varies with wheel type)

Turning Radius	39' (11.9m)*	44' (13.4m)*	44' (13.4m)*
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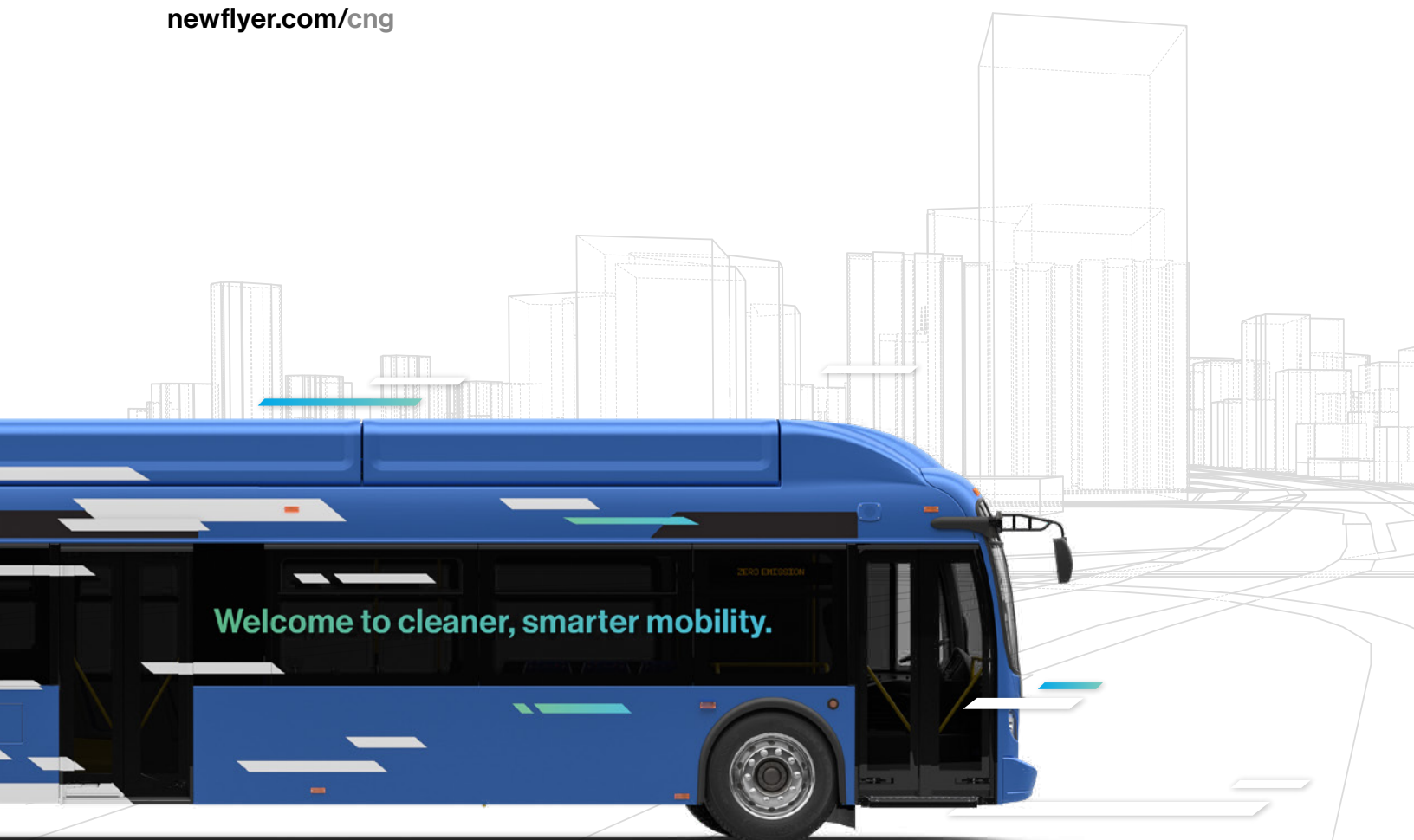
Main Components

Floor	Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA	Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA	Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA
Electrical System	Parker Vansco	Parker Vansco	Parker Vansco
Cooling System	Electric cooling fans (EMP, Modine)	Electric cooling fans (EMP, Modine)	Electric cooling fans (EMP, Modine)
Fuel Tank	Type 4 Natural Gas Vehicle Fuel Cylinder: 3300 SCF at 3600 psi service pressure	Type 4 Natural Gas Vehicle Fuel Cylinder: 3300 SCF at 3600 psi service pressure	Type 4 Natural Gas Vehicle Fuel Cylinder: 3300 SCF at 3600 psi service pressure
HVAC	Thermo King TE15 (rear)	Thermo King TE15 (rear)	Thermo King RLFE (front) TE15 (rear)
Axles	MAN VOK 07 Front disc brakes; MAN HY-1350 Rear disc brakes; Single reduction axle	MAN VOK 07 Front disc brakes; MAN HY-1350 Rear disc brakes; Single reduction axle	MAN VOK 07 Front disc brakes; ZF AVN 132 Center disc brake; MAN HY-1350 Rear disc brakes; Single reduction axle



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NEW FLYER®

November 19, 2024

Mr. Richard Tree
Director of Transportation
City of Porterville
555 N Prospect Street
Porterville, CA 93257

Dear Mr. Tree,

Thank you for your interest to purchase nine (9) 35' CNG BRT PLUS Buses through the STATE OF WASHINGTON RFP# 2020 06719-01.

Attached you will find the State of Washington Contract price tabulation that would pertain to the City of Porterville order. GILLIG is pleased to quote the following:

<u>NINE (9)</u>	<u>35'X102"</u>	<u>CNG BRT PLUS BUSES</u>	<u>\$819,973.00 EA</u>
------------------------	------------------------	----------------------------------	-------------------------------

This price is valid for 30 days. Prices exclude registration and license fees but does include CA Sales Tax (9.25%). The production of your buses can be scheduled within 14-16 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

We thank you for this opportunity and appreciate your interest in GILLIG and our products. We certainly look forward to working with the City of Porterville and in so doing, continuing to build our long-term partnership. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sean Solis

Sean Solis
Regional Sales Manager

cc: William F. Fay, Jr.
Javier Hernandez, Jr.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to Execute Consultant Contracts - Butterfield Stage Construction Surveying & Staking and Materials Testing

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 24, 2024, the City Council authorized the award of the construction contract for the Butterfield Stage Corridor Project. The authorization also included the authorization of funds for construction management, quality control, and inspection services for the project. The project will develop an active transportation corridor of approximately 3.9 miles in length along the former Southern Pacific Railway line from College Avenue to West North Grand Avenue that will include solar lighting, water stations, benches, wayfinding, controlled crossing systems, and landscaping and will take approximately 300 business days to complete. The City has current on-call lists of consultants that it uses for construction surveying & staking and materials testing (quality control). Caltrans' Local Assistance Procedures Manual (LAPM) Chapter 10 Consultant Selection process was followed and staff sent out task orders for the respective services to consultants on each of the on-call lists.

Five (5) firms were requested to provide proposals for the required construction surveying & staking work; three firms did not respond, one firm declined to respond, and one submitted a proposal. The responses for the construction surveying & staking are as follows:

Company	Total
Quad Knopf, Inc.	Declined to respond
4 Creeks, Inc.	\$175,000
Dee Jaspar & Associates, Inc	No Response
DPSI, Inc	No Response
Provost & Pritchard	No Response

4 Creeks, Inc was the only firm to respond. In addition, they are qualified to do the work and immediately available to start. Staff found their quote acceptable and in-line with industry standards.

Seven (7) firms were requested to provide proposals for the required materials testing and quality control work that is in compliance with the

City's Quality Assurance Program (QAP); three did not respond, one submitted a proposal that was deemed nonresponsive for lack of detail and understanding of requirements of the project, one submitted a proposal with the appropriate details but did not account for the number of days that would be required for a project of this size, and two submitted proposals that were deemed responsive and responsible. The responses for the construction surveying & staking are as follows:

Company	Total
BSK Associates	Did not account for enough days for the project
Soils Engineering, Inc	Did not respond
Krazan & Associates, Inc	Did not respond
Blackburn Consulting	Response after deadline
NV5	\$399,604.20
RMA GeoScience	\$189,000
CTL, Inc.	Non responsive

RMA GeoScience was found to be the lowest priced proposal that was deemed responsive and responsible for this size of a project. They are qualified to do the work and immediately available to start. Staff has found their quote acceptable and in-line with industry standards.

The contract amounts for the construction surveying & staking contract as well as the materials testing and quality control contract total \$364,000 and are accounted for in the \$1,901,383 for construction management, quality control and inspection services that was previously authorized for this project.

RECOMMENDATION:

That the City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for construction surveying & staking services for the Butterfield Stage Corridor Project in the amount of \$175,000 with 4 Creeks, Inc.;
2. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for materials testing and quality control services for the Butterfield Stage Corridor Project in the amount of \$189,000 with RMA GeoScience;
3. Authorize contingencies for both contracts to cover unforeseen circumstances on the project as long as the amounts stay within the previously authorized budget amount for construction management, quality control, and inspection services (\$1,901,383); and
4. Authorize progress payments up to one hundred percent

(100%) of the contract amounts.

ATTACHMENTS:

1. Locator Map - Butterfield Stage Corridor
2. Draft Service Agreement - Construction Surveying & Staking
3. Draft Service Agreement - Materials Testing
4. Caltrans Local Assistance Procedures Manual Ch10 - Consultant Selection

Appropriated/Funded:

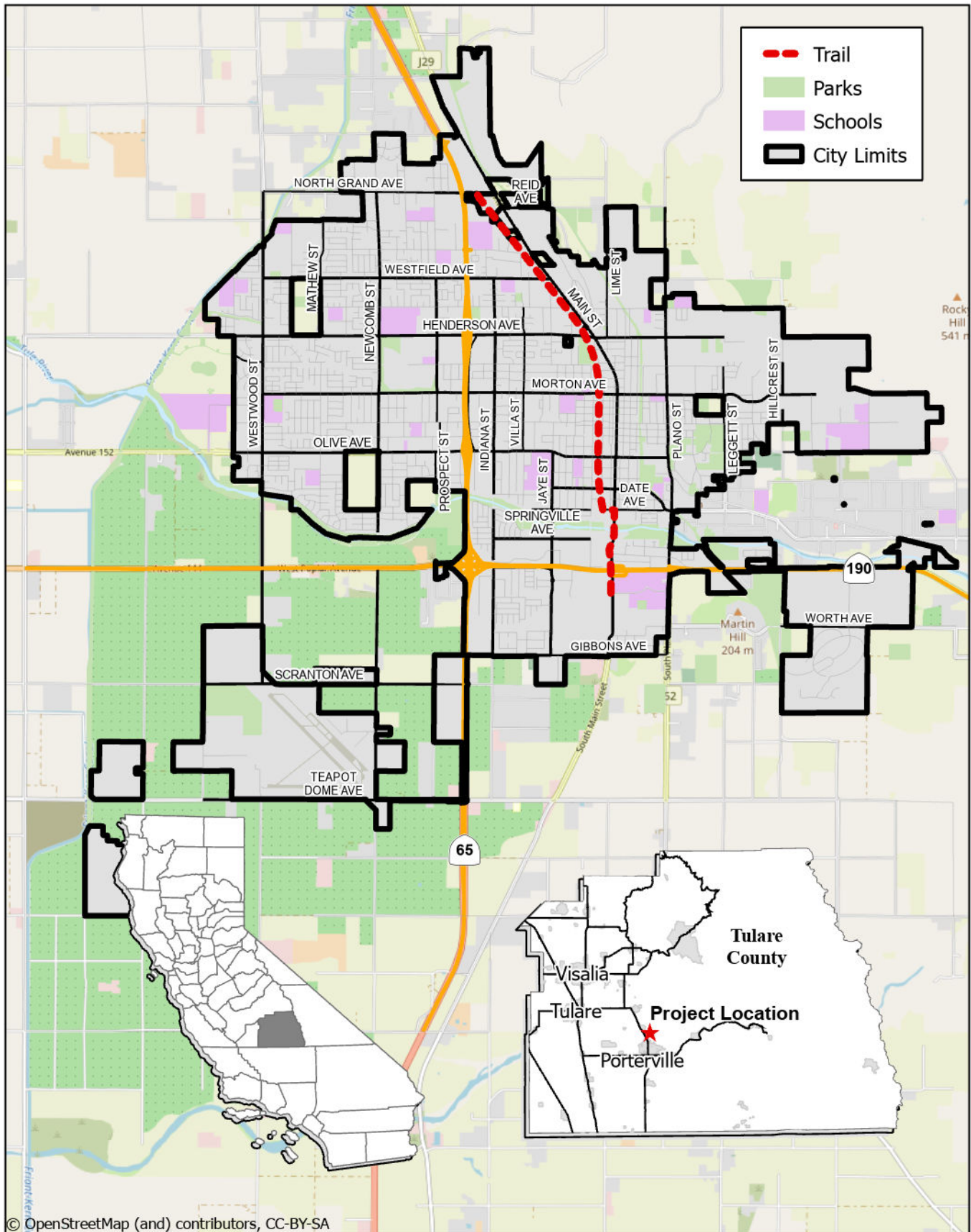
Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

Butterfield Stage Corridor (W North Grand to College Ave)



© OpenStreetMap (and) contributors, CC-BY-SA

0 1.25 2.5 Miles



CITY OF PORTERVILLE
Community Development Department
291 N. Main St.
Porterville, CA 93257
(559) 782-7460
Date Printed: 11/27/2024



SERVICE AGREEMENT

DATE: December 3, 2024

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and *4 Creeks, Inc* hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Butterfield Stage Corridor Project

Description of Project: In general, CONSULTANT to provide engineering services on an on-call basis through a task order.

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described/defined in Attachment A of this Service Agreement.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis in the amount of **One Hundred Seventy-Five Thousand Dollars**, (\$175,00).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed as agreed upon in the project specific task order. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any

injuries to third parties, including employees of CITY and CONSULTANT.

- (v) ***To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 13. ESTIMATES AND PROJECTIONS:

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CITY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.

SECTION 14. WARRANTIES, GUARANTEES AND CONSEQUENTIAL DAMAGES:

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

SECTION 15. THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 16. USE AND REUSE:

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first

above written.

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

Task Order Request

To: Quad Knopf, Inc.
4 Creeks, Inc.
Dee Jaspar & Associates, Inc.
DPSI, Inc.
Provost & Pritchard

From: Daniel Cervantez, City Engineer

Date: November 13, 2024

Re: Task Order Request # 3 – Butterfield Stage Corridor Project
Account Number: 89-91110-88

Description of Project:

This purpose of this project is for the construction of Butterfield Stage Corridor Project, from North Grand Avenue to Yates Avenue, approximately 4.17 miles long. The project consists of utilizing the previous rail road right-of-way and installing an asphalt trail with site furnishings, landscaping with irrigation, new concrete improvements along the trail, new concrete improvements in City right-of-way, new potable water main, new non-potable water main, storm drain piping, new culvert, new traffic signals, signal upgrades, solar lighting and street lighting with conduits. The project has 300 working days and is set to start on December 2, 2004, with an anticipated completion date of February 4, 2026. The contractor has projected to split the project in three phases, however, construction staking it may be split further, minimum of four sections per phase, to prevent vandalism to construction staking.

Tasks:

Construction Staking

The project was designed by an outside consultant and City will obtain digital files for use in performing construction staking.

Request for staking will be submitted to surveyor from City of Porterville Construction Manager at least 48 hours prior to requested staking date. Requests shall include description of item to be staked, with stationing, offset requirements and requested complete by date for staking. Typical staking will most likely be called out for offsets at fifty-foot intervals, to include stationing and elevations for cut and fill for each requested stake, cut sheets for items staked to be made available.

Construction staking shall include all aspects to fully construct the Butterfield Stage Corridor Project, including demo of existing improvements and installation of new improvements.

Items that will be included in the construction staking are, but not limited to:

- a. Establishing survey control
- b. Tying out survey monuments before construction
- c. Demo limits for concrete improvements, curb ramps, drive approaches, curb & gutter, sidewalk, asphalt, clearing/grubbing, tree removal
- d. Re-setting survey monuments and submitting necessary corner records
- e. Line and grade for both sides of proposed trail, for sub-grade, base and finish grade
- f. Line and grade for 12", 16" and irrigation water lines, tees, valves, angle points, tie-in points, offsets, blow-offs, air release valves, steel casing endpoints, water services, water meters
- g. Line and grade for 18", 36" and 60" storm drain piping, manholes, culvert, headwall and wingwalls
- h. Location and elevation for concrete improvements, including pads, curb ramps, drive approaches, curb & gutter, retaining curbs, Vee gutters, sidewalk
- i. Location and elevation for site furnishings, including benches, shade canopies, trashcans, bicycle racks, bollards, drinking fountains, trail signage, gabion walls, decorative fencing
- j. Location and elevation for solar lighting
- k. Street lights, electrical conduit and pull boxes
- l. Traffic signal components including service meter locations, conduit, signal pole locations, pull boxes

Please complete the attached Task Order Form and return to City of Porterville, Engineering & Project Management Department no later than: November 22, 2024

You may return via email to dcervantez@ci.porterville.ca.us

Task Order No. #3

Date 11/20/2024

Firm Name: 4 Creeks Inc.

Project Understanding: The City of Porterville desires to have construction staking services performed in order to facilitate the construction of the Butterfield Stage Corridor Project. The project spans approximately 4.2 miles in length and consists of a newly proposed trail project that contains various street crossings, lighting, and seating areas. In addition to the trail project, new utility lines (water, reclaimed water, storm drain, signals) along with a culvert will be installed. 4Creeks had previously performed the design work for the project, so we have intimate knowledge of the project and its parameters. We already have site controls set around the project and understand what is needed to make this project successful. We will also utilize request forms to aide in tracking the requests for staking, as well as to clarify and convey the desired staking task, when the area will be ready, and the desired completion date. In addition, any questions, adjustments, or changes deemed necessary through the duration of the construction project will be addressed quickly and efficiently given our firms role as the design engineer. Our survey team is the most qualified and best equipped to make this project a success.

Scope of Work: The project requires various forms of construction staking, necessary to identify and inform the contractor of the various design elements as proposed in the approved Butterfield State Corridor improvement plans. Such staking tasks shall include (but are not limited to): site control, demo, rough grading, fine grading/pavement/concrete/curb, water, reclaimed water, storm drain, electrical/lights/signals, and culvert staking. It is assumed that 50'-100' stations will be required, as well as various other offsets to facilitate construction based on the fixture info needed. Said staking will be performed in multiple trips and when requested by the agency/contractor (via staking request form).

Schedule/Milestones: The schedule will vary with the construction project, and staking will be performed on an as-needed/requested basis. We will aim to have any staking tasks started/ or completed within 72 hours (minimum), from the date of request. Some tasks will take longer than others, so the completion dates may vary. In addition, the staking request form will have options for the agency/contractor to request specific future dates for staking needs as well.

Cost: Staking will be performed on a Time and Materials basis for an estimated fee of \$175,000. This estimated fee assumes one set of stakes per task, and does not include any re-staking. Any re-staking would be billed on a Time and Materials basis as an additional fee. This fee is Time and Materials, so it can be greatly reduced with less trip requests or efficiencies in staking requests (multiple tasks at a time if applicable).

Start Date: Est. 12/2/2024

Estimated Completion Date: Est. 2/4/2026



Daniel Cervantez, City Engineer
City of Porterville

Name: Randy Wasnick
Title: CEO/Principal Land Surveyor

SERVICE AGREEMENT

DATE: December 3, 2024

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and *RMA GeoScience* hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Butterfield Stage Corridor Project

Description of Project: In general, CONSULTANT to provide engineering services on an on-call basis through a task order.

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described/defined in Attachment A of this Service Agreement.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis in the amount of **One Hundred Eighty-Nine Thousand Dollars**, (\$189,00).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed as agreed upon in the project specific task order. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any

injuries to third parties, including employees of CITY and CONSULTANT.

- (v) ***To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 13. ESTIMATES AND PROJECTIONS:

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CITY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.

SECTION 14. WARRANTIES, GUARANTEES AND CONSEQUENTIAL DAMAGES:

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

SECTION 15. THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 16. USE AND REUSE:

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first

above written.

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____



Proposal No: 07-240855-P

November 20, 2024

Attn: Sarah Weaver, Project Manager
City of Porterville
Engineering Division
291 N. Main Street
Porterville, CA 93257

Subject: Proposal to Provide Construction Inspection and Testing Services
City of Porterville – The New Butterfield Stage Corridor Phase Project 24/25-CP1976
College Avenue to West North Grand Avenue
Porterville, CA

Dear Sarah Weaver;

In response to your request, we propose to provide construction inspection and testing services for the City of Porterville – The New Butterfield Stage Corridor Phase Project 24/25-CP1976.

PROJECT UNDERSTANDING

We understand that the project will consist of three hundred (300) calendar working days to complete this project, which will be broken up into phases per **SECTION 01500 – PROGRESS OF WORK**. Based on our review of 4-Creeks Task Order Plan pages 1 thru 126, City of Porterville QAP, task order driven job schedule, the bid form paged 16 thru 22, and the projects 24/25-CP1976 Construction Manual we understand that construction inspection and testing services will be required during:

SECTION 02315 - EXCAVATION, BACKFILL AND COMPACTION

ENVIRONMENTAL IMPORT SOIL EXCEPTENCE LAB TESTING

LIME LAB TESTING – OUTSIDE SERVICES IF NEEDED

SECTION 02721 - AGGREGATE BASE COURSE

SECTION 02730 – ASPHALT CONCRETE PAVING

SECTION 03055 – CULVERT AND CONCRETE HEADWALL

SECTION 034000 – CONCRETE BENCHES

OTHER REINFORCED CONCRETE SCOPES

HIGH -STRENGTH BOLTS TORQUE TESTING SHADE STRUCTURES

SHOP AND FIELD WELDING INSPECTIONS IF NEEDED FOR SHADE STRUCTURES



SCOPE OF WOR

Time and Materials

This scope of services will consist of providing on call as needed services on an hourly and / or test rate basis in accordance with the attached schedule of fees.

TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA GeoScience by the City of Porterville Engineering Division and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

Construction Activity	Estimated Costs
Time and Materials	\$189,000.00
TOTAL	\$189,000.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

PROFESSIONAL INSURANCE

We maintain liability and workers’ compensation insurance coverage and amounts consistent with industry standards for the services being proposed herein. Certificates of insurance will be provided upon request.

CLOSURE

By signing below, you hereby authorize RMA GeoScience to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by RMA GeoScience’s Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and RMA



GeoScience and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:
City of Porterville

(Signature)

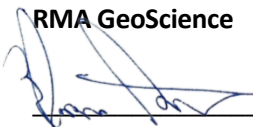
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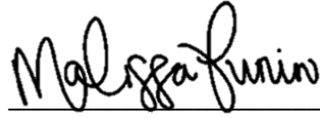
(Date)

Submitted By:

RMA GeoScience



Zachary Johnston
Project Manager



Malissa Furin
Project Manager



ESTIMATE WORKSHEET
Time and Materials

Item	Quantity	Unit	Unit Price	Total
T&M (Per the required compliance QAP)	189,000.00	EA	\$1.00	\$189,000.00
Subtotal:				\$189,000.00



2024 – 2025 PW FEE SCHEDULE

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Administrative	HR	\$60.00
Principal Engineer - Office	HR	\$175.00
Principal Engineer - Field	HR	\$175.00
Principal Engineer - Consultation	HR	\$175.00
Principal Engineer - Job Conference	HR	\$175.00
Principal Engineer - Expert Witness	HR	\$175.00
Principal Engineer - Court Appearance	HR	\$175.00
Project Engineer - Office	HR	\$165.00
Project Engineer - Field	HR	\$165.00
Project Engineer - Consultation	HR	\$165.00
Project Engineer - Job Conference	HR	\$165.00
Staff Engineer - Office	HR	\$135.00
Staff Engineer - Field	HR	\$135.00
Drafting	HR	\$85.00
Project Manager - Office	HR	\$155.00
Project Manager - Field	HR	\$155.00
Project Manager - Job Conference	HR	\$155.00
Principal Geologist - Office	HR	\$175.00
Principal Geologist - Field	HR	\$175.00
Principal Geologist - Consultation	HR	\$175.00
Principal Geologist - Job Conference	HR	\$175.00
Principal Geologist - Expert Witness	HR	\$175.00
Principal Geologist - Court Appearance	HR	\$175.00
Project Geologist - Office	HR	\$165.00
Project Geologist - Field	HR	\$165.00
Project Geologist - Consultation	HR	\$165.00
Project Geologist - Job Conference	HR	\$165.00
Staff Geologist - Office	HR	\$135.00
Staff Geologist - Field	HR	\$135.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$105.00
Soils Technician Compaction Testing	HR	\$105.00
Soils Technician Rough Grading	HR	\$105.00
Soils Technician Retesting	HR	\$105.00
Public Works Inspector	HR	\$114.00
Public Works Technician	HR	\$113.00
Public Works Inspector - Asphalt Paving	HR	\$114.00
Public Works Inspector - Asphalt Plant	HR	\$114.00
Public Works Inspector - Concrete Paving	HR	\$114.00
Public Works Inspector - Concrete Plant	HR	\$114.00
Public Works Technician - Asphalt	HR	\$114.00
Public Works Technician - Concrete	HR	\$114.00
Laboratory Technician - Field Lab	HR	\$91.00
Building Inspector	HR	\$125.00
Special Inspector (ICC)	HR	\$107.00



Mechanical Electrical Inspector	HR	\$125.00
Special Inspector Reinforced Concrete	HR	\$107.00
Special Inspector Prestressed Concrete	HR	\$107.00
Special Inspector Concrete Batch Plant	HR	\$107.00
ACI Concrete Technician	HR	\$107.00
Pick-up and Delivery of Test Specimens	HR	\$71.00
ID Reinforcing or Structural Steel	HR	\$107.00
Special Inspector Fire Proofing	HR	\$111.00
Special Inspector Post Installed Anchors	HR	\$107.00
Special Inspector Roofing/Waterproofing	HR	\$111.00
Special Inspector Masonry	HR	\$108.00
Special Inspector Masonry (DSA)	HR	\$114.00
Special Inspector Shotcrete	HR	\$114.00
Special Inspector Post Tensioned Conc.	HR	\$114.00
Special Inspector Fire Stopping	HR	\$111.00
AWS Certified Welding Inspector- Field	HR	\$108.00
AWS Certified Welding Inspector- Shop	HR	\$101.00
Special Inspector Structural Steel	HR	\$108.00
Special Inspector High Strength Bolting	HR	\$108.00
Special Inspector Wood Construction	HR	\$107.00
Non Destructive Testing ASNT Level II	HR	\$113.00
Special Inspector Coatings (NACE)	HR	\$113.00
Special Inspector Fiber Wrap	HR	\$111.00
Pull Torque Testing Technician	HR	\$107.00
Project Inspector (IOR)	HR	\$145.00
Asphalt Coring Technician	HR	\$111.00
Concrete Coring Technician	HR	\$111.00
Field Supervisor	HR	\$113.00
Field Supervisor	HR	\$113.00
Field Supervisor	HR	\$113.00
Quality Control Manager	HR	\$135.00
Mix Design Review	HR	\$330.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00
ASTM A370 Rebar Tension up to #8	EA	\$40.00
ASTM A370 Rebar Tension #9 to #11	EA	\$50.00
ASTM A370 Rebar Tension #14	EA	\$80.00
ASTM A370 Rebar Tension #18	EA	\$120.00
ASTM A370 Bend Test Rebar up to #8	EA	\$30.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$40.00
ASTM A370 Bend Test Rebar #14	EA	\$80.00
ASTM A370 Bend Test Rebar # 18	EA	\$120.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$200.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$250.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$380.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$500.00
ASTM A416 Stress-Strain Analysis	EA	\$175.00
ASTM A416 Tensile Test Only	EA	\$125.00
ASTM A370 Tensile Up to 100K lbs. (Each)	EA	\$50.00



ASTM A370 Tensile Up to 200K lbs. (Each)	EA	\$55.00
ASTM A370 Tensile Up to 300K lbs. (Each)	EA	\$65.00
ASTM A370 Tensile Up to 400K lbs. (Each)	EA	\$110.00
ASTM A370 Tensile 400K - 500K lbs. (Each)	EA	\$300.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$150.00
AWS Weld: Macroetch	EA	\$75.00
AWS Weld: Fracture	EA	\$50.00
AWS Bend Test	EA	\$50.00
ASTM A370 Rockwell Hardness (Each)	EA	\$75.00
Steel Chemical Analysis	EA	\$150.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$40.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$55.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$60.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$75.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$65.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$85.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$45.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$65.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D4318 Plasticity Index of Soils	EA	\$250.00
ASTM D1883 California Bearing Ratio	EA	\$450.00
ASTM D2435 Consolidation	EA	\$200.00
ASTM D2435 Consolidation with Time Rate	EA	\$250.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$325.00
ASTM D4829 Expansion Index of Soils	EA	\$175.00
ASTM D2166 Unconfined Comp Strength	EA	\$250.00
ASTM D5333 Hydro Collapse Potential	EA	\$175.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$350.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$45.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$25.00
ASTM D698 Maximum Density Std Effort	EA	\$210.00
ASTM D1557 Max Density Optimum Moisture	EA	\$210.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$75.00
ASTM D4972 pH of Soils	EA	\$80.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$325.00
ASTM D2419 Sand Equivalent	EA	\$120.00
ASTM D2434 Const Head Permeability Test	EA	\$350.00
ASTM D422 Sieve Analysis of Soil	EA	\$250.00
ASTM D1140 Materials Finer than #200	EA	\$100.00
ASTM D422 Hydrometer Analysis	EA	\$175.00
ASTM D854 Specific Gravity of Soils	EA	\$195.00
ASTM D4546 Swell Potential	EA	\$175.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$190.00
ASTM D559 Soil Cement Sample Preparation	EA	\$100.00
ASTM D558 Soil-Cement Maximum Density	EA	\$275.00
ASTM D1633 Compression Test Soil Cement	EA	\$75.00
AASHTO T100 Specific Gravity of Soils	EA	\$200.00

Laboratory Tests - Masonry

City of Porterville
24/25-CP1976 - Butterfield Stage Corridor Project
Porterville, CA

RMA Proposal No.07-240855-P
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Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$65.00
ASTM C140 Block Moisture & Absorption	SET	\$75.00
ASTM C426 Block Linear Shrinkage	SET	\$275.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$195.00
ASTM C90 Masonry Block Conformance	SET	\$550.00
ASTM C67 Brick Compressive Strength	SET	\$85.00
ASTM C67 Brick Moisture & Absorption	SET	\$75.00
ASTM C67 Brick 5 Hour Boil	EA	\$95.00
ASTM C67 Brick Modulus of Rupture	EA	\$95.00
ASTM C780 Mortar Cylinder Compression	EA	\$30.00
ASTM C1019 Grout Prism Compression	EA	\$30.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$65.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$75.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$85.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$100.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$125.00
ASTM C109 Compressive Strength 2" Cube	EA	\$30.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C39 Concrete Cyl Cured or Tested	EA	\$25.00
ASTM C42 Compressive Strength, Core	EA	\$65.00
ASTM C39 Cyl Tested out of Sequence	EA	\$35.00
ASTM C495 Lightweight Concrete Strength	EA	\$45.00
ASTM C78 Flexural Strength, Beam	EA	\$85.00
ASTM C1140 Shotcrete Panel Test	SET	\$250.00
ASTM C138 Unit Weight of Concrete	EA	\$55.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$150.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$450.00
ASTM C496 Splitting Tensile Test	EA	\$90.00
ASTM C495 Density - Lightweight Concrete	EA	\$175.00
AASHTO T336 Coefficient of Thermal Exp	EA	\$500.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$180.00
CT202 Sieve Analysis, Fine Agg	EA	\$150.00
CT202 Sieve Analysis, Coarse Agg	EA	\$135.00
CT235 Flat and Elongated Particles	EA	\$285.00
CT205 Percentage Crushed Particles	EA	\$150.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$125.00
CT207 Specific Gravity, Fine Aggregate	EA	\$165.00
CT208 Apparent Specific Gravity of Fines	EA	\$200.00
CT229 Durability Index	EA	\$300.00
CT234 Angularity & Voids, Fine Agg	EA	\$195.00
CT211 Abrasion, Los Angeles Rattler	EA	\$250.00
CT227 Cleaness Value	EA	\$285.00
CT213 Organic Impurities in Sand	EA	\$95.00
CT214 Soundness by Sodium Sulfate	EA	\$375.00
CT226 Moisture Content by Oven Drying	EA	\$25.00



CT217 Sand Equivalent	EA	\$120.00
CT308(A) Core Density Paraffin Coated	EA	\$50.00
CT308(C) Core Density SSD	EA	\$45.00
CT303 Approximate Bitumen Ratio	EA	\$250.00
CT304/308(A) LTMD Kneading Compactor	EA	\$325.00
CT305 Swell of Bituminous Mixtures	EA	\$350.00
CT366 Stabilometer Value	EA	\$265.00
CT308(A)/366 Stability and Density	EA	\$325.00
CT308(C)/366 Stability and Density	EA	\$325.00
CT309 Maximum Theoretical Density	EA	\$200.00
CT370 Moisture Content by Microwave	EA	\$75.00
CT379 Asphalt Content Nuclear Gauge	EA	\$200.00
CT382 Ignition Oven Correction Factor	EA	\$300.00
CT382 Asphalt Content by Ignition	EA	\$185.00
CT371 Tensile Strength Ratio	EA	\$1,100.00
CT302 Film Stripping	EA	\$250.00
CT521 Concrete Cyl Compressive Strength	EA	\$25.00
CT523 Concrete Flexural Strength, Beam	EA	\$85.00
CT531 Length of Drilled Concrete Cores	EA	\$45.00
CT550 Surface Abrasion of Concrete	EA	\$400.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$425.00
CT521 Compressive Strength LCB	EA	\$25.00
CT524 RSC Flexural Strength, Beam	EA	\$85.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$600.00
CT670 Tensile Strength up to #8	EA	\$50.00
CT670 Tensile Strength #8 - #11	EA	\$75.00
CT670 Tensile Strength #14	EA	\$100.00
CT670 Tensile Strength #18	EA	\$150.00
CT 52-1-08C Slip Test	EA	\$150.00
CT670 Operator Qualification up to #8	LOT	\$350.00
CT670 Operator Qualification #9 - #11	LOT	\$400.00
CT670 Operator Qualification #14	LOT	\$600.00
CT670 Operator Qualification #18	LOT	\$850.00
CT670 Operator Qualification up to #8	EA	\$300.00
CT670 Operator Qualification #9 - #11	EA	\$350.00
CT670 Operator Qualification #14	EA	\$450.00
CT670 Operator Qualification #18	EA	\$600.00
CT670 Production Lot up to #8 (Service)	LOT	\$250.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$300.00
CT670 Production Lot #14 (Service)	LOT	\$400.00
CT670 Production Lot #18 (Service)	LOT	\$550.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$300.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$350.00
CT670 Production Lot #14 (Ultimate)	LOT	\$550.00
CT670 Production Lot #18 (Ultimate)	LOT	\$750.00
CT204 Plasticity Index, Atterberg	EA	\$225.00
CT209 Specific Gravity of Soil	EA	\$200.00
CT216 CA Impact Max Density	EA	\$225.00
CT216 CA Impact, Rock Correction	EA	\$45.00
CT301 Resistance R-Value Stabilometer	EA	\$320.00
CT417 Soluble Sulfates	EA	\$95.00
CT422 Chloride Content	EA	\$80.00



CT643 Resistivity and pH	EA	\$95.00
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Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$45.00
ASTM D1188 Core Density Parafilm Coated	EA	\$50.00
ASTM D6926 Lab Max Density Marshall	EA	\$250.00
ASTM D6927 Marshal Stability and Flow	EA	\$325.00
ASTM D1561 LTMD Kneading Compactor	EA	\$260.00
ASTM D1560 Hveem Stability and Density	EA	\$325.00
ASTM D1560 Hveem Stability	EA	\$225.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$300.00
ASTM D6307 Asphalt Content by Ignition	EA	\$185.00
ASTM D2172 Asphalt Content by Solvents	EA	\$275.00
ASTM D4125 Asphalt Content Nuclear Gauge	EA	\$250.00
ASTM D5444 Gradation of Extracted Agg	EA	\$200.00
ASTM D244 Emulsion Residue Evaporation	EA	\$175.00
ASTM D244 Emulsion Sieve Analysis	EA	\$115.00
ASTM D3910 Wet Track Abrasion	EA	\$150.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$900.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,100.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$325.00
AASHTO T308 Asphalt Content by Ignition	EA	\$185.00
AASHTO T209 Theoretical Maximum Density	EA	\$195.00
AASHTO T308A AC Correction Factor	EA	\$350.00
AASHTO T312/T275 LTMD Gyratory Comp RHMA	EA	\$325.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$250.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$95.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$150.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$175.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$175.00
ASTM C566 Moisture Content by Drying	EA	\$20.00
ASTM C117 Materials Finer than No. 200	EA	\$100.00
ASTM D2419 Sand Equivalent	EA	\$120.00
ASTM C289 Alkali-Silica Reactivity	EA	\$500.00
ASTM D4791 Flat & Elongated Particles	EA	\$275.00
ASTM D5821 Percent Fractured Particles	EA	\$150.00
ASTM C123 Percent Lightweight Particles	EA	\$200.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$400.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$175.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$150.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$135.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$190.00
AASHTO T304 Angularity & Voids in Fines	EA	\$165.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$175.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$150.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$250.00



AASHTO T27 Sieve Analysis, Combined Agg	EA	\$175.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$150.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$135.00
AASHTO T176 Sand Equivalent	EA	\$120.00
AASHTO T335 Crushed Particles	EA	\$150.00

Equipment Charges

Product Name	Units	Rate (\$)
Portable Drilling Equipment w/ Operator	HR	\$400.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$450.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$450.00
Mileage	MILE	Quote
Diamond Bit Core Rig and Generator	DAY	\$400.00
Nuclear Density Test Gauge	Unit	\$25.00
Hand Held Turbidity Meter	DAY	\$20.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Magnetic Particle Test Unit	DAY	\$50.00
Skidmore	DAY	\$50.00
Schmidt Hammer	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Proof Load Testing Equipment	DAY	\$100.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
ASTM C1028 Coefficient of Friction	DAY	\$350.00
Mini Environmental Quality Meter	DAY	\$250.00
Inertial Profiler	DAY	\$1,800.00
Materials / Supplies	LS	Quote
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$250.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$350.00
Portable Drilling Equipment w/ Operator	HR	\$400.00
Bucket Auger Drill Rig with Operator	HR	\$450.00
Air Rotary Drill Rig with Operator	HR	\$500.00
Rotary Wash Drill Rig with Operator	HR	\$500.00
Per Diem	DAY	\$145.00



GENERAL CHARGES

- RMA GeoScience requires twenty-four (24) hour to forty-eight (48) hours prior notification for scheduling inspectors and/or technicians.
- Inspection charges start from our RMA GeoScience regional office portal to portal. All inspection hours will be billed on time and materials basis in the following increments:
 - There will be a minimum four (4) hour charge for any RMA GeoScience employee presence on site.
 - Additional time will be billed in two (2) hour increments thereafter.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2025. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Outside services will be billed at cost plus 25% unless billed directly to and paid for by Client.
- City solar streetlights concrete foundation testing and inspection are excluded, this would be a change order item.
- We exclude any solar streetlight fabrication in or out of state inspections, this would be a change order item.
- We exclude torque testing of the new streetlights, if asked this would be a change order item.
- City sidewalks concrete testing and inspections are excluded, if the City Inspector wants us to test strength this would be a change order, we did budget for sidewalk soil compaction and curves.
- Our budget is based on no overtime hours, prior authorization of overtime and weekends, must be approved by the City of Porterville prior to the work. This is the GC and Cities responsibility to communicate to us ahead of time.
- These estimated hours will be revisited and then tied into the awarded General Contractors driven construction schedule.

OVERTIME CHARGES

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a "Rush Basis" or on a Saturday or Sunday.

PER DIEM AND TRAVEL CHARGES

- A \$145.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.62 per mile.

NIGHT WORK

- A \$12.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.



GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between RMA GeoScience ("RMA") and the party that accepted RMA's proposal or requested that RMA perform Services ("Client"). RMA shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes RMA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from RMA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by RMA for Client or at Client's direction. RMA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to RMA at the time of the Services. RMA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in RMA's Proposal. If any alteration or addition of Services are requested by the Client, RMA may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits RMA to perform the changed or additional work, the Services are changed accordingly and RMA will be paid for this work according to its written notification or current fee schedule.

2. DELAYS. RMA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate RMA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by RMA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall RMA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by RMA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. RMA RESPONSIBILITIES. Services performed by RMA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. RMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Testing or inspection services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that RMA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by RMA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by RMA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. There is an inherent risk that samples or observations may not be representative of materials or locations not

sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by RMA and RMA accepts no liability in connection therewith. RMA shall not be responsible for the interpretation by others of information developed by RMA and makes no guarantee that RMA's recommendations are properly implemented by any party. RMA shall not be held liable for problems that may occur if RMA's recommendations are not followed.

4. SUBSURFACE EXPLORATIONS. Client understands RMA's layout of boring and test locations is approximate and that RMA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for RMA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save RMA harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate RMA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to RMA all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to RMA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. RMA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify RMA against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold RMA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given RMA prior notice and has received RMA's written consent for such changes. RMA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from RMA's proven negligence, Client agrees to defend, indemnify and hold RMA harmless from any claims, demands, suits, losses, charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees,



neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and RMA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and RMA that any such person or entity, other than Client or RMA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of RMA or an assignment to an affiliate or subsidiary of RMA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. RMA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall RMA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to RMA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from RMA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to RMA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of RMA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate RMA for measures that in RMA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate RMA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against RMA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save RMA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees,

contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide RMA access to the project site for all equipment and personnel necessary for the performance of the Services. RMA shall be allowed free access to the site. Client understands and agrees that RMA shall only be responsible for losses which directly result from RMA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against RMA, and agrees to defend, indemnify, and hold RMA harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate RMA for any time spent or expenses incurred by RMA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make RMA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold RMA harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by RMA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by RMA are instruments of service with respect to the subject project, and RMA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by RMA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to RMA, and the Client agrees to indemnify and hold harmless RMA against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against RMA, its parents, affiliates and subsidiaries ("RMA Covered Parties"), so that the total aggregate liability of RMA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the services performed by RMA under



this Agreement, whichever is greater. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. RMA shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. RMA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). RMA shall have no authority to control Others regarding their work or their safety practices. RMA does not control or guarantee the work of Others. RMA has no duty to inspect or correct health and safety deficiencies of Others. RMA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of RMA's services shall not relieve Others of their responsibilities to the Client or Others. RMA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and RMA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. RMA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If RMA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name RMA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include RMA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide RMA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against RMA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that RMA has violated the standard of care applicable to RMA's performance of the Services. Such party shall be currently practicing in the same discipline as RMA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to RMA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the

laws of the state where the RMA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the RMA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, RMA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at RMA's option. Client shall pay all costs incurred by RMA in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of RMA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, RMA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, RMA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. RMA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to RMA and are expressly agreed to in a writing signed by RMA.

Chapter 10 Consultant Selection

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Exhibits

[Exhibit 10-B: Suggested Consultant Evaluation Sheet](#)

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

[Exhibit 10-I: Notice to Proposers DBE Information](#)

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contract DBE Commitment](#)

[Exhibit 10-Q: Disclosure of Lobbying Activities](#)

[Exhibit 10-R: A&E Boiler Plate Agreement Language](#)

[Exhibit 10-S: Consultant Performance Evaluation](#)

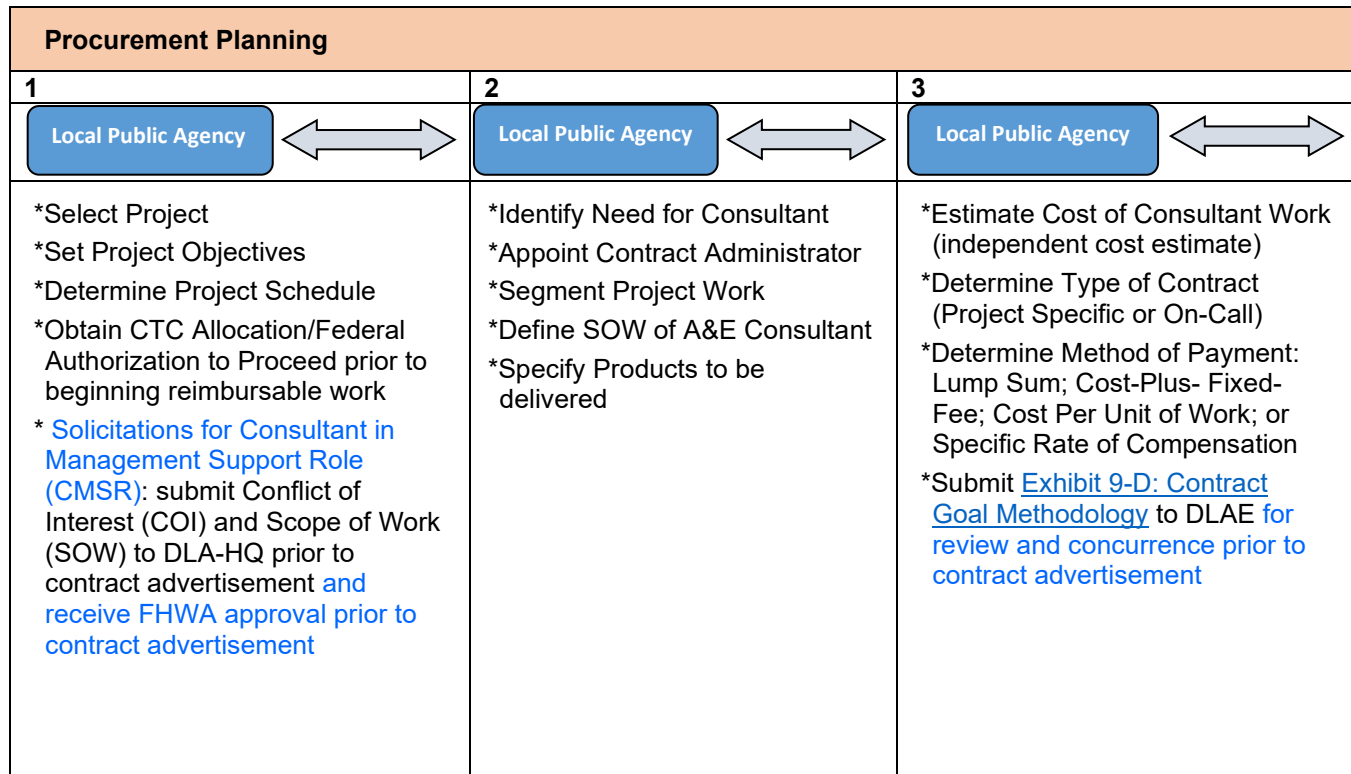
[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)

[Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#)

All LAPM Exhibits are located at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

10.1 FEDERALLY-FUNDED A&E CONTRACTS



The Division of Local Assistance Acronyms List is available at:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/guide/dla-acronyms.pdf>

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

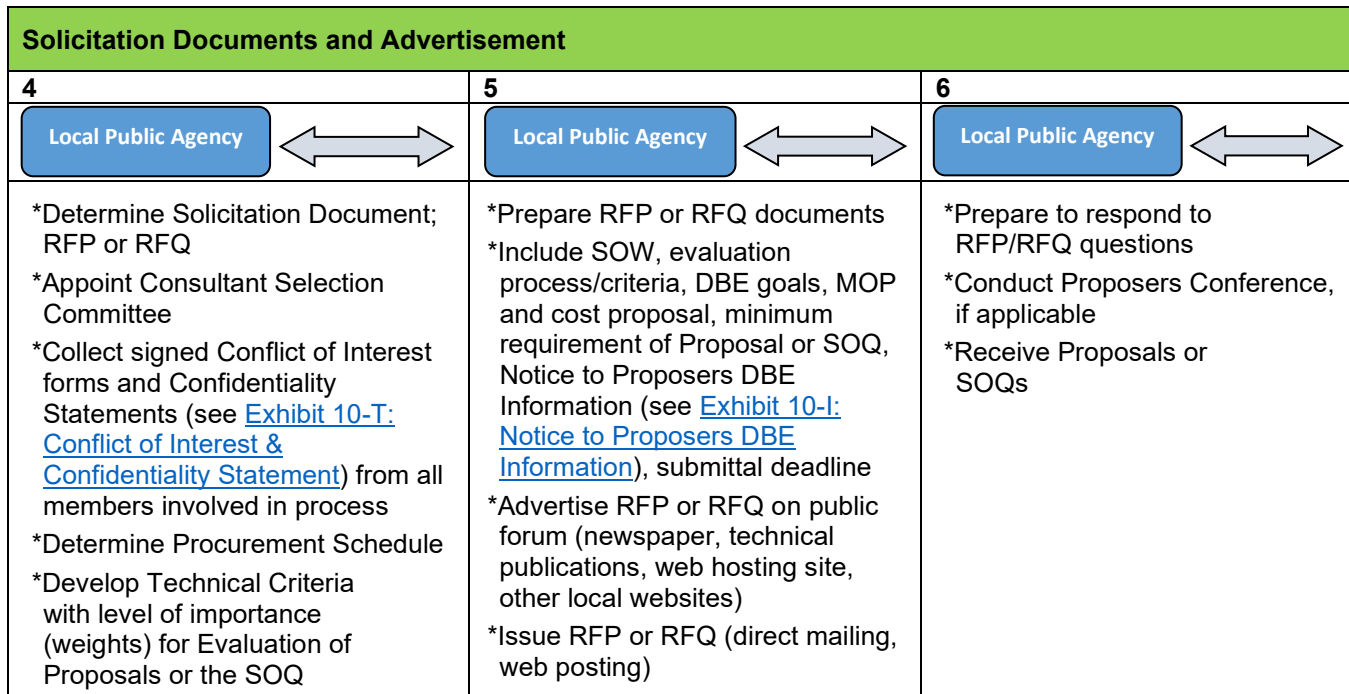


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

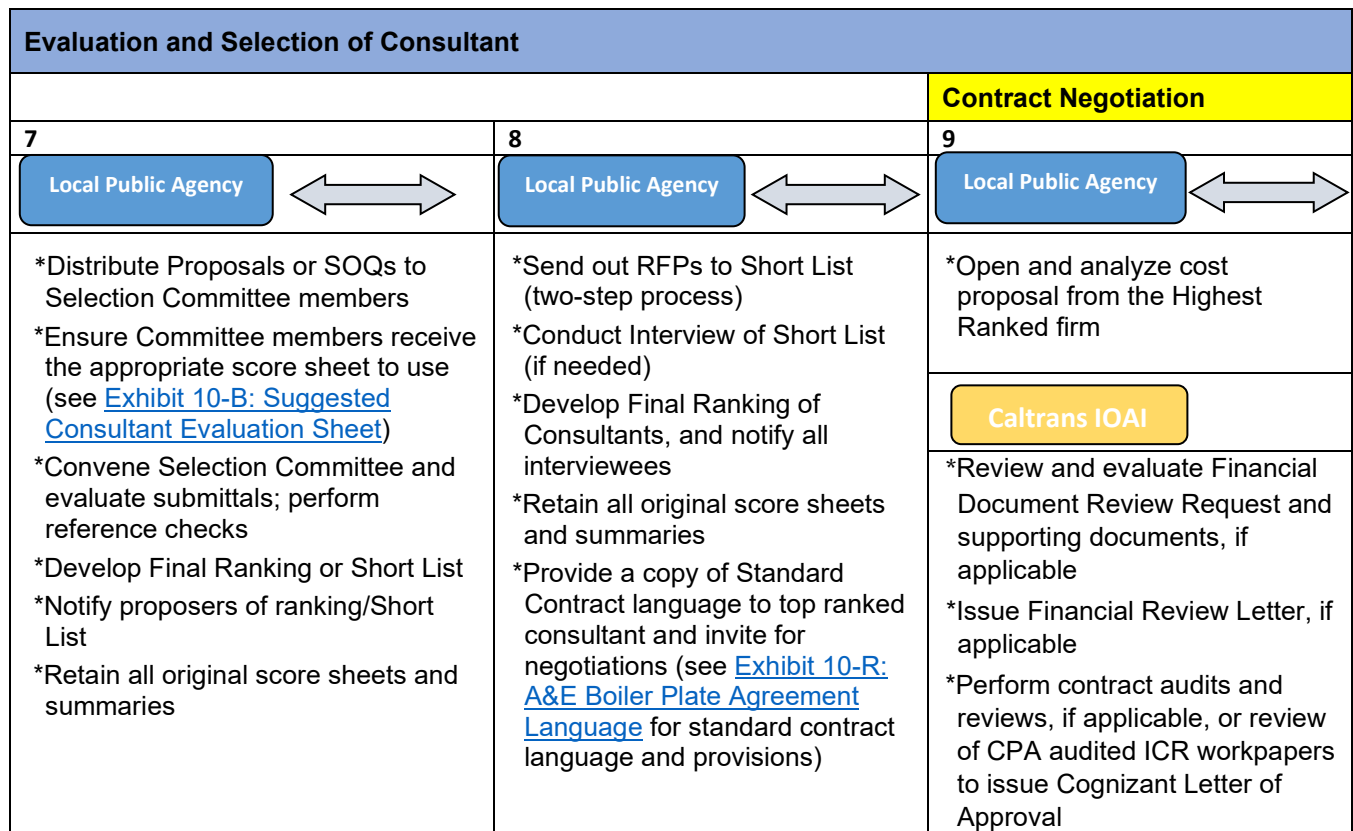


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

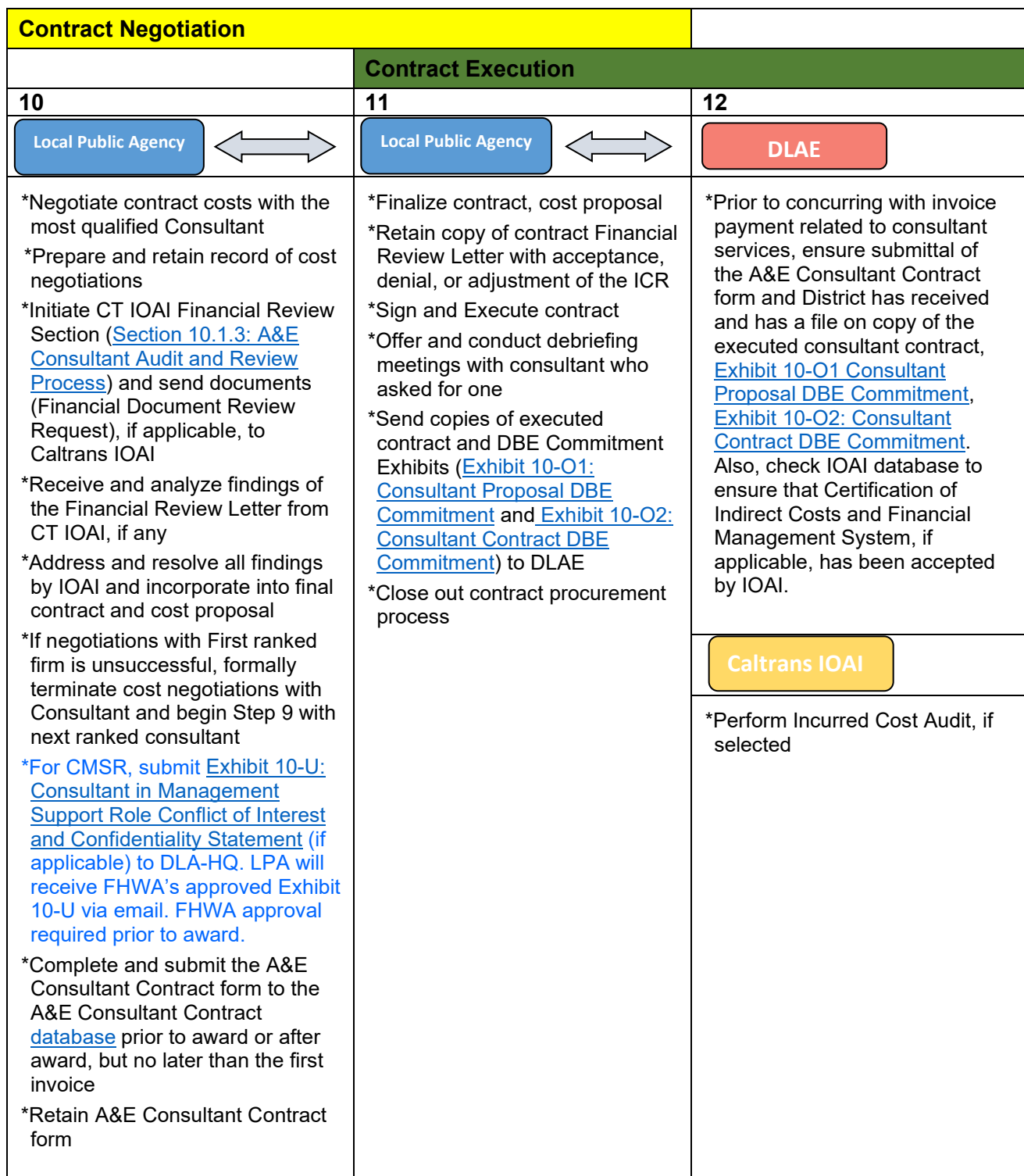


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 General

Introduction

A Local Public Agency (LPA) may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. LPAs requesting federal funds to reimburse Architectural and Engineering (A&E) Consultants must follow the selection and contracting procedures detailed in [Section 10.1: Federally-Funded A&E Contracts](#) of this chapter. LPAs using local funds to procure an A&E Consultant on a federal-aid funded project and will not seek federal reimbursement for the consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.1 of this chapter. LPAs using local funds to procure a Consultant in a Management Support Role (CMSR) are required to obtain FHWA approval (see [Section 10.1.9: Retaining a CMSR](#) of this chapter).

Definition of an Architectural and Engineering Consultant

23 CFR 172 and California Government Code 4525 defines A&E services as those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management.

Architectural and Engineering Consultants

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the LPA must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the LPA does not consider fair and reasonable, negotiations must be formally terminated, and the LPA must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the LPA must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the LPA.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman, or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ [website](#)
- DIR Wage Determination [website](#)

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value), or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see [Section 10.3: Non-A&E Contracts](#) of this chapter.

Selecting the Project

The LPA is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The LPA must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost, and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the LPA. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the LPA. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331-333.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, LPAs must take all the steps necessary to prevent fraud, waste, and abuse. The LPA must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- LPA must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal-funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;

- No person or entity performing services for a contracting agency in connection with a federal-funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- LPA must promptly disclose in writing any potential conflict of interest to FHWA.

Consultants Performing Work on Multiple Phases of Federal-aid Projects

LPAs may choose to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the LPAs are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in](#)

[Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the LPA files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the LPA an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state-funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and [LAPG Chapter 25: State Programs for Local Agency Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the LPA project files for future audit.

10.1.2 Identifying & Defining a Need for Consultants

The need for a consultant is identified by comparing the project's schedule and objectives with the LPA's capabilities, its staff availability of the required expertise, and its funding resources. If the LPA does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the LPA determines that there is a need to solicit assistance from another LPA, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified LPA employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;

- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.332-334;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the LPA's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other LPA staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)) or [Exhibit 17-F1: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) for A&E On-Call Contracts](#).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapter 31: Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [SER Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement, determine personnel and time requirements, and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Title VI Assurances

Title VI Assurances Appendices A and E must be included in each consultant contract. Include Title VI Assurances Appendices B, C, and D if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract. Include Title VI Assurances Appendices B, C, and D if applicable. Refer to [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Non-Discrimination Clause and Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR 26) require the LPA to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to [LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises](#) for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate must be prepared prior to opening the cost proposal from the top-ranked consultant, so the LPA has a cost comparison to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the LPA's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental, or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project.

Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of

contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the LPA and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed five (5) years, and a maximum total contract dollar amount (23 CFR 172.7(a)(2)(iv)). The maximum dollar amount for all contracts awarded under the solicitation must be stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. For example, if the solicitation lists that up to five (5) contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. Setting maximum amount on each on-call contract under a multiple on-call solicitation does not meet the intent of 23 CFR 172. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation.

There are two options on how task orders must be awarded under multiple on-call contracts for the same type of service under the same solicitation:

1. Through an additional qualifications-based selection procedure also known as mini-RFP.
 - Solicit task order to the multiple on-call consultants on the master on-call contracts
 - Master on-call contracts are contracts awarded to on-call consultants at the initial RFQ/RFP procurement process.

- Solicitation may be informal, e.g. email, letter, etc.; documentation is required.
- Evaluation criteria must be included in the solicitation. The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task.
- The evaluation criteria can include:
 - i. availability of personnel,
 - ii. staff capabilities,
 - iii. DBE (10% or less of overall score); the overall DBE goal was established at the master on-call contract,
 - iv. completion of time,
 - v. experience of consultant
 - vi. specialized expertise, and past performance.
- Evaluate and rank proposals and select from the multiple on-call contracted consultants
 - Recommend at least three panel members to evaluate and rank
 - Evaluate based on criteria in mini-RFP solicitation
- Negotiate and award to the on-call contracted consultant
 - The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.
- If only one proposal is received or there is an emergency, a Non-Competitive process must be justified, and [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE
- Awarding task order to the multiple on-call consultants on a rotational basis does not meet the intent of the qualifications-based selection
- [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#) must be used to track percentage of DBE after a task order is completed
- Each task order must have an [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#) as applicable

2. Regional basis where each on-call consultant is contracted to a designated area.

To maintain the intent of the Brooks Act (40 U.S.C.1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:

- Must define a general scope of work, complexity, and professional nature of services.

- Specify a task order procedure the LPA uses to procure project-specific work under the contract.
- Task order work performed after the master on-call contract has expired will result in those costs being ineligible for federal or state reimbursement.
- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the LPA will use to award/execute task orders among the consultants:
 - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP process later in this chapter), OR
 - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(iv)(B)(2), the “backup” option needs to be listed in the respective contracts.

An example of acceptable contract wording in multiple on-call contracts for the same type of service:

- “Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

Determining the Project Schedule

The LPA develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;

- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. The following four methods are permitted under 23 CFR 172.9(b) depending on the scope of services to be performed (sample cost proposals are provided on the DLA Consultant Selection and Procurement [website](#)):

- Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work. Markups are not allowed on any of the four methods of payment.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by 23 CFR 172.9(b).

Cost-Plus-Fixed Fee

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. See the DLA Consultant Selection and Procurement [website](#) for a useful tool on Profit/Fee Determination.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V, Option 1). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the LPA before they incur work on the contract, or the costs can be questioned or disallowed. LPAs are not required to update the A&E Consultant Contract form when new key employees and/or classification are added to a contract. For more details, reference [Section 10.1.8. Completing the Project](#).

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious, and measurable, such as a specific geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for

each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project-specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 3).

Lump Sum

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed-upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

Changes to Cost Proposal

Changes to the cost proposal requiring resubmittal to Independent Office of Audits and Investigations (IOAI) for review:

- Consultant/subconsultant name change
- New participating subconsultant's ICR
- Change in ICR rate

Since these changes require an amendment, the LPA is to update the A&E Consultant Contract form.

10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal-aid highway funds in furtherance of highway construction projects. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

See Section [10.1.11: References](#) of this chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide LPAs, consultants, and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR-compliant Indirect Cost Rates (ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

LPAs may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <https://www.nhi.fhwa.dot.gov/home.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA Consultant Services [website](#).

Allowable Costs

23 U.S.C.112(b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the Federal cost principles.

LPAs are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions.

LPAs are required to apply Caltrans-accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or reviewed by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR 172 and 48 CFR 31.

Generally, whenever LPAs, consultants, and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Safe Harbor Rate

Developing ICRs annually can place a significant burden on some small or new and emerging A&E consulting firms that lack financial sophistication to develop an ICR, as well as on other established A&E consulting firms that may not have previous experience with federally-funded contracts for which an ICR would have been developed in compliance with Federal cost principles 48 CFR 31. This may create a barrier for otherwise eligible and qualified firms to compete for federally-funded contracts.

To help alleviate and remove potential barriers, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates which took into account LPAs' data. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>. To request information regarding the SHR methodology, email the DLA A&E branch at aeoversight@dot.ca.gov. Eligible A&E consultant firms can choose to use the DLA SHR rate on new A&E contracts using federal-aid highway funds executed by LPAs in the State of California.

Use and application of the SHR by eligible firms provides reasonable assurance of consultant compliance with the Federal cost principles per 23 CFR 172.11(c)(2). A&E consulting firms approved to use the established SHR will have their accounting system evaluated for capabilities of accumulating and tracking direct labor for applying the SHR, as well as for billing other direct costs by contract, segregating indirect costs, etc.

Use of the SHR is voluntary on behalf of the A&E consulting firm and LPAs. LPAs have the discretion to determine certification of eligibility based on requirements shown on the following SHR certification form: [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#).

A&E consultant firms (prime consultants and/or sub consultants) that have not had an ICR previously accepted by a cognizant agency may elect and request to use the SHR in a contract by submitting the completed SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section, and any other documents as needed. This requirement is in addition to the A&E Consultant Audit and Review Process requirements described in this chapter.

It is the LPA's responsibility to:

- Collect and screen all requests to use the safe harbor indirect cost rate. See SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section.
- Submit all SHR documents to the Independent Office of Audits & Investigations (IOAI) as part of the Financial Document Review Request package. The IOAI email address is: Conformance.Review@dot.ca.gov.

Requests to use the safe harbor indirect cost rate must be accepted/approved by IOAI **before** contracts are executed.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR 31), and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. LPAs must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. LPAs may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's [website](#). This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed

for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or LPA contracts using pass-through Caltrans funding. LPAs include Cities, Counties, Metropolitan Planning Organizations, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than \$1M are subject to an ICR financial review by IOAI. The financial documents required are detailed in the [Financial Document Review Request form](#). IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or an LPA in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Public Agencies' Responsibilities

LPAs are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and subconsultants as outlined in the Financial Document Review Request form. LPAs are responsible for forwarding these documents to IOAI for review. LPAs are also required to ensure that IOAI has a copy of the [Certification of Indirect Costs and Financial Management System form](#). The ICR included in the LPA's cost proposal must match the ICR included in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, LPAs are responsible for ensuring the Certification of Indirect Costs and Financial Management System form and cost proposals are updated annually unless all concerned parties agree to fix the ICR

for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a shortlist or prequalified list.

The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. LPAs must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the LPA in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff, and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$1 Million are not subject to the Caltrans Financial Document Review but LPAs are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR 31, and other applicable requirements are met. All documents listed above, and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Financial Document Review Request form including requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to: conformance.review@dot.ca.gov.

Alternatively, if you do not have internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of Audits and Investigations
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with LPAs using state or federal-aid highway funds should refer to the Financial Document Review Request form for the ICR financial documents required to be submitted to their LPA. Consultants must complete the Certification of Indirect Costs and Financial Management System form that attests that the ICR rate proposed is in compliance with federal cost principles (48 CFR 31) and that the consultant's financial management system is adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. The Financial Document Review Request and Certification of Indirect Costs and Financial Management System forms should be submitted to the LPA who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Certification of Indirect Costs and Financial Management System form to the LPA.

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and subconsultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.

Figure 10-3 provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per the Financial Document Review Request form) from the LPA, IOAI will review the proposed ICR and supporting documents and notify LPAs in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C.112(b)(2)(B), 23 CFR 172.11, 48 CFR 31 and other FAR and State requirements). As a result of the audit, the LPA will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this chapter. The AASHTO Uniform Audit and Accounting Guide, Appendix A Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates is also a resource for consultants and CPAs when preparing an ICR for audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations. Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable, and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, LPAs are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). LPAs should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The LPA may be subject to sanctions outlined in [Section 10.5 Sanctions](#) if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

Figure 10-3: Standard Indirect Cost Rate Schedule**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

10.1.4 Consultant Selection Methods

There are three methods normally used in selecting a consultant:

- One-Step RFP
- One-Step RFQ
- Two-Step RFQ/RFP

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the LPA must retain all consultant selection documentation in their project files as required by 23 CFR 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well-defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. An RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by LPAs that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the LPA standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. [Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria](#) (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria, and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- CMSR requirements (see [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#));
- Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, Public Purchase, or posting the RFP on the LPA's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

The LPA must keep a record of all consultants that have downloaded RFP online as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be

given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172.7(a)(1)(iv)(D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal, interviews the three or more highest ranked consultants (short listed) if noted in solicitation, and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The LPA may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both prime consultant and all subconsultants), and contract audit and review documents such as the Certification of Indirect Costs and Financial Management System and

Financial Document Review Request forms, whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the LPA. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the LPA's written policies and procedures.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). LPA Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. The LPA and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the LPA must review contract to ensure that all federal and state requirements have been met and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal funded A&E consultant contracts using the A&E Consultant Contract database at:

<https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser). Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the LPA standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the LPA and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. [In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria \(23 CFR 172.7\(a\)\(1\)\(iii\)\(D\)\). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.](#)

The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the State. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the LPA advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the LPA for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The LPA must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The LPA must keep a record of all consultants that have downloaded the RFQ online as well as those receiving an RFQ through other means, to ensure that any

inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the LPA may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the LPA may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the LPA in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed, and other information gathered before the

interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or LPA must not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator should meet with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposals (for both prime consultant and all subconsultants), and contract audit and review documents such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and compares it with the LPA's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated.

Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with LPA's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met, and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal-funded A&E consultant contracts using the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and a request for proposal (RFP) is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in the Two-Step RFQ/RFP method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the Two-Step RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex, or unusual.

The Two-Step RFQ/RFP is also well-suited for procuring multiple on-call contracts through a single solicitation (see [Section 10.1.2 Determine Type of Contract](#)). The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured through subsequent competition or mini-RFPs amongst the on-call consultants.

LPAs may also use the Two-Step RFQ/RFP method to:

1. Develop and maintain a prequalified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The prequalified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

Because it is a combination of the One-Step RFQ and One-Step RFP methods, the Two-Step RFQ/RFP method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize Work

Descriptions of the categories of work, deliverables, and the minimum qualification standards for each category must be clearly identified.

The LPA may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the prequalification process.

General criteria guidelines should be established for consultant selection for a prequalified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#))
- Professional references by the firm with the LPA
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the LPA
- Use of subconsultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general prequalification list.

Federal regulations require that any procedures related to prequalifying consultants cannot restrict competition.

Prequalification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain prequalification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications, and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

The LPA must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a per-qualified list. Whether the LPA has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well-defined, open, and transparent. The prequalification process must also allow for consultants to be re-evaluated in cases of denials. The LPA must specify how long the prequalified list lasts, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest and Confidentiality Statement](#).

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Prequalification of a consultant expires in two years. Prequalified consultants must renew their prequalification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Prequalified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including subconsultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Subconsultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However,

consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposals (for both prime consultant and all subconsultants) and contract audit and review documents, such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)). The LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA.

The LPA and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met.

10.1.8 Completing the Project

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the LPA and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies, or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal and is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the LPA to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal [Exhibit 10-O2: Consultant Contract DBE Commitment](#) is included for all contracts regardless of goal;
- Certification of Indirect Costs and Financial Management System (for prime consultants and subconsultants) and Financial Document Review Request forms and all supporting documents, if applicable (contracts at or above \$1 Million), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [A&E Consultant Contract database](#) must be used to ensure that required documentation has been provided;
- A cost proposal must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.

- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally-funded contracts. Per 23 CFR 172.7(b)(3) “A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR 1200 and 2 CFR 180.”

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for LPA reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and LPA authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the LPA and must be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed on-call contracts must have a begin and end date. All executed project-specific or multiphase contracts must have a begin date and should have an end date prior to the Project End Date. Work performed after the Project End Date is not eligible for reimbursement; see [LAPM Chapter 3: Project Authorization](#). LPA consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates must not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the LPA manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing, and assessing reports, plans, and other required products/deliverables;

- Receiving and reviewing state prevailing wages (see Department of Industrial Relations websites below):
 - DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/Rfq);
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the LPA. Refer to [LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise](#) and 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the LPA prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the LPA.

For federal reimbursement of consultant costs on a project, the LPA must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Commitment](#)
- Copy of issued task order and Exhibit 10-O2 for the task order for on-call contracts.

DLAE must confirm that the LPA has submitted copies of the Certification of Indirect Costs and Financial Management System form (for prime consultant and subconsultants) to Caltrans IOAI and that LPA has submitted the A&E Consultant Contract form to Caltrans.

The LPA is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see FHWA's [Q&A](#) for A&E related services).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the LPA, clearly outlining the changes and containing a mutually agreed-upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and LPA before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost-plus-fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost-plus-fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the LPA and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of LPA funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. For contracts greater than or equal to \$1 Million, submit the [Financial Document Review Request form](#) to IOAI for all amendments on consultant/subconsultant's name change, amending an ICR, or adding new subconsultant's ICR. ICRs that have not been accepted by IOAI are not eligible for federal or state reimbursement. For contracts with original amounts under \$1 Million but subsequently became greater than or equal to \$1 Million after amendment, IOAI Financial Document Review is not required. If there are any changes to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an amended form to the A&E Consultant

Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended (please use Firefox or Chrome if not supported by your browser).

Performance Evaluation

Pursuant to 23 CFR 172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the LPA.

Project Records

Federal-Aid Highway Program funding recipients and subrecipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR 200.334).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#)), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprise and First-Tier Subcontractors](#) or [Exhibit 17-F1: Final Report-Utilization of Disadvantaged Business Enterprise for A&E On-Call Contracts](#), and [Exhibit 17-O: Disadvantaged Business Enterprise Certification Status Change](#)).
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions, and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);

- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management (Certification of Indirect Costs and Financial Management System form) for contracts at or above \$1 Million;
- A&E Consultant Audit Request Letter and Checklist (Financial Document Review Request form) for contracts at or above \$1 Million and all supporting documentation.
- Executed consultant contracts, cost proposals, and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- A&E Consultant Contract form (see [A&E Consultant Contract database](#));
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T, [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#), and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the LPA, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article VIII).

Review of Local Public Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The LPA files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

The A&E Consultant Contract form is to be completed prior to award, or after contract award but no later than the first invoice. A copy of this form must be retained in the LPA project files.

10.1.9 Miscellaneous Considerations

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed (2 CFR 200, PCC 10340, and California Government Code 11256).

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is no recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use either [Section 10.2: State-Only Funded A&E Contracts](#) or the federal guidance for contracts greater than \$250,000. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (see Section 10.2: State-Only Funded A&E Contracts) must not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally-funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. An Exhibit 12-F prepared by the LPA and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The LPA must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The LPA must carefully document details of the special conditions, obtain Caltrans approval on the [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) and retain all documents in the project files for future Caltrans' or FHWA's review.

Retaining a Consultant in a Management Support Role (CMSR)

An LPA may retain a qualified CMSR on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the city.

- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects, or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a CMSR is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a CMSR should be limited to unique or very unusual situations. These situations require a thorough justification as to why the LPA cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. A CMSR funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a CMSR requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the LPA and the consultant specifying the LPA engineering services to be performed;
- Written designation by the LPA of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#) by all panel members (both consultants and employees) prior to participating in the A&E Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, the LPA's CMSR must not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the LPA consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables, and approving invoices.
 - Apply for or receive reimbursement of federal-aid funds for the LPA's federal-aid project if either of the foregoing has occurred. However, reimbursement for the

construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.

- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

When a CMSR is procured with federal-aid funds, the LPA (subgrantee) must fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer, or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR 172.7(b) requires that the LPA must receive approval of the CMSR from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally-funded projects, LPAs that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a CMSR to be federally eligible, the following are required prior to contract execution:

- The LPA must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to contract advertisement.
- Once the LPA receives FHWA's written response, the LPA may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- **Before award**, the LPA must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to DLA-HQ at aeoversight@dot.ca.gov. LPA will receive FHWA's approved [Exhibit 10-U](#) via email. **FHWA approval required prior to award.**

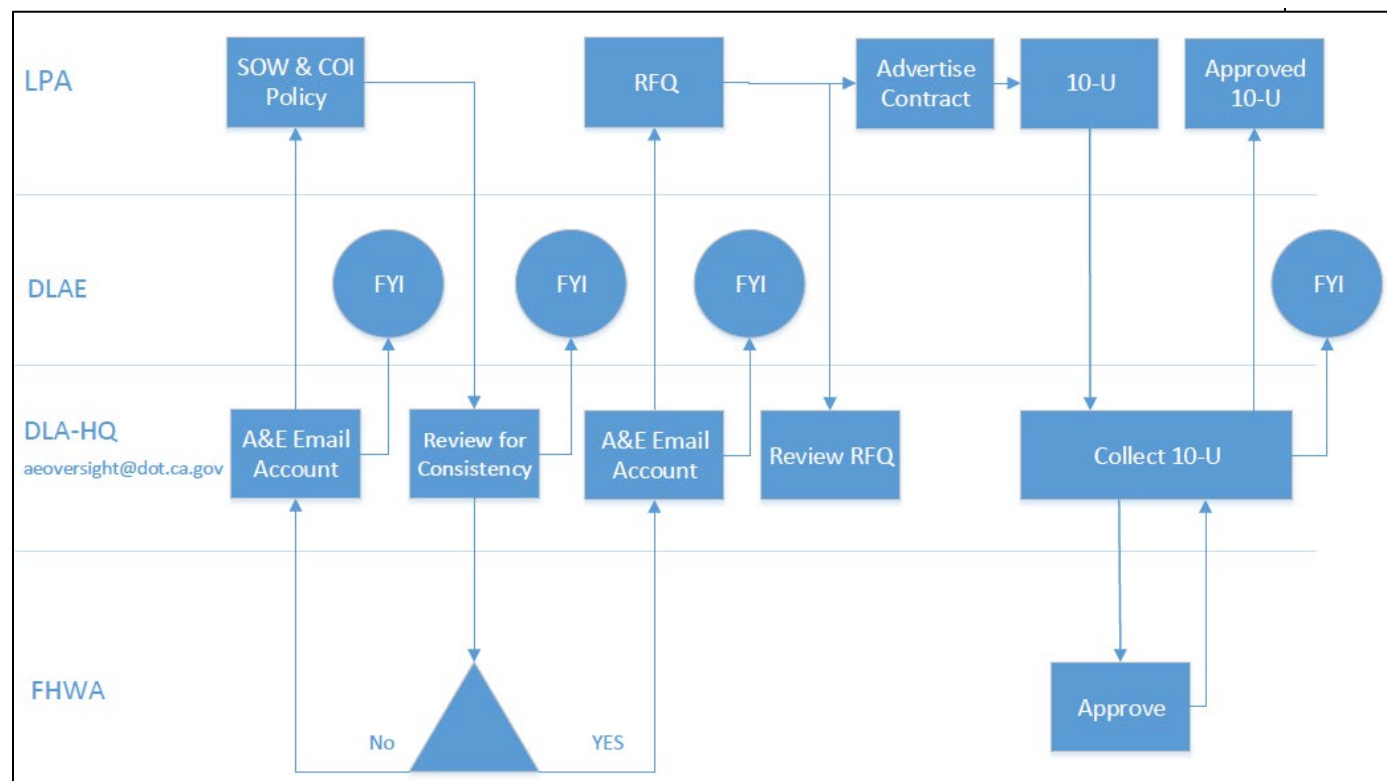


Figure 10-4: Consultant in a Management Support Role Flowchart

Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the LPA. The LPA must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the LPA in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the LPA, a formal consultant contract must be executed which follows this chapter's requirements. The contract must provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the LPA.

10.1.10 Program Management

According to 23 CFR 172.5, LPAs are required to adopt written policies and procedures prescribed by Caltrans. As such, the LPA must adopt Caltrans Local Assistance Chapter 10: Consultant Selection, which contain the A&E policies and procedures.

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

1. A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
2. An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the agency is adopting Caltrans LAPM Chapter 10

The DLA Consultant Selection and Procurement [website](#) includes an example of the adoption [resolution](#) and [letter](#). These examples are for reference only; the appropriate language to be used is determined by the individual agency.

LPAs are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.334 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

10.1.11 References

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement, and Audit Requirements for Federal Awards
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<https://www.govinfo.gov/app/details/CFR-2013-title2-vol1/CFR-2013-title2-vol1-part215/context>
- 23 U.S.C.112 Letting of Contracts
<https://www.govinfo.gov/app/details/USCODE-2021-title23/USCODE-2021-title23-chap1-sec112/context>
- 23 CFR Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-B/part-172>
- 40 U.S.C. Chapter 11 Brooks Act
<https://www.govinfo.gov/app/details/USCODE-2021-title40/USCODE-2021-title40-subtitle-chap11/context>
- 41 CFR Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl
- 41 U.S.C. Public Contracts
<https://www.govinfo.gov/app/details/USCODE-2020-title41/context>
- 48 CFR Part 15 – Contract By Negotiation
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15>
- 48 CFR Part 31 – Contract Cost Principles and Procedures
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31>
- 48 CFR Part 16 – Types of Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-16>
- 48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-27/subpart-27.3>
- 48 CFR 31.201-3 – Determining Reasonableness
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31/subpart-31.2/section-31.201-3>
- 48 CFR, Chapter 99 - Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
<https://www.ecfr.gov/current/title-48/chapter-99>
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>
- American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide
<https://transportation.org/audit/>

Caltrans Division of Procurement and Contracts Website

<http://www.dot.ca.gov/dpac/index.html>

California Labor Code, Section 1775

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1775

California Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

California Government Code Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=

Government Auditing Standards (GAS) issued by the United States Government Accountability Office

<http://www.gao.gov/yellowbook/overview>

Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

Standard Environmental Reference (SER)

<http://www.dot.ca.gov/ser/>

10.2 STATE-ONLY FUNDED A&E CONTRACTS

10.2.1 General

LPAs are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the LPA must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections. LPAs using local funds to procure an A&E Consultant on a state-only funded project and will not seek state reimbursement for consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.2: State-Only Funded A&E Contracts of this chapter.

All consultants must comply with 48 CFR 31: Contract Cost Principles and Procedures. Also, consultants and LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. [Exhibit 10-R: A&E Boilerplate Agreement Language](#) contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow [Section 10.1.3 A&E Consultant Audit and Review Process](#).

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to [Section 10.1.9 Retaining a Consultant in a Management Support Role \(CMSR\)](#).

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference [Section 10.3: Non-A&E Contracts](#).

Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.

10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide

construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: California Government Code §4525-4529.5 and 4529.10-4529.20

10.2.3 Minimum Audit Requirements

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

California Government Code §4526

B. Conflict of Interest

The LPA must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state-funded contracts, including the prevention of conflicts of interest.

California Government Code §4526, §1090, §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting, and financial administration.

California Government Code §4529.14, §4006

D. Full & Open Competition

All A&E contracts shall be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

California Government Code §4526, §4527, §4529.12

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

California Government Code §4526, §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

California Government Code §4527

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

California Government Code §4527

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

California Government Code §4528

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

California Government Code §4528

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in [Section 10.1.3: A&E Consultant Audit and Review Process](#).

[Financial Document Review Request form](#)

California Government Code §4529.14, 2 CFR 200

K. A&E Consultant Contract Form

The A&E Consultant Contract form must be completed and submitted in the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice for all new state-only funded A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an updated form to the A&E Consultant Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Reference: LAPM Ch.10.2

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR Part 200
Implementation Guidance 12/4/2014**Attachment A: FHWA 2 CFR Part 200 Uniform Guidance – Questions and Answers**

Question 21: “Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?”

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

10.3 NON-A&E CONTRACTS

Scope

This section covers the procurement requirements for the services that are not included in [Section 10.1 Federally-Funded A&E Contracts](#) and [Section 10.2 State-Only Funded A&E Contracts](#). This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although LPAs are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section 200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code (PCC). Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

LPA must designate one person within the LPA as a contract manager.
(PCC 10348.5)

LPAs using local funds to procure non-A&E Consultants on a federal-aid funded or state-only funded project and will not seek federal or state reimbursement for consultant costs may choose not to follow the selection and contracting procedures detailed in Section 10.3: Non-A&E Contracts of this chapter.

Determining Non-A&E

After identifying that there is a need for consulting services, the LPA must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design-related services are considered non-A&E. The services must not be included in [Section 10.1.1: Definition of Architectural and Engineering Consultant](#) and [10.2.2: Definition of A&E](#).

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the LPA can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)

- Non-Infrastructure
- Local Roadway Safety Plan (LRSP) associated with Highway Safety Improvement Program (HSIP)-funded projects
- [Traffic Counts](#)
- [Speed Surveys](#)

Intelligent Transportation System (ITS) Projects

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, fund the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers, and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to [LAPG Chapter 13: Intelligent Transportation Systems \(ITS\) Program](#).

Non-Infrastructure Projects

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to [LAPM Chapter 13: Right of Way](#)), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to [LAPM Chapter 3: Project Authorization](#).

Governing Regulations and Codes for Non-A&E

When procuring non-A&E services with federal-aid funds, LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference FHWA December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). LPAs must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is California Public Contract Code 10335-10381.

Procurement of Non-A&E Consultant Contracts

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. LPA must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized, and all evaluation factors and their relative importance identified (PCC 10339).
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed (PCC 10329).
3. LPA must secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the [Cost-Effective/Public Interest Finding](#) in this section as an alternative to re-advertisement.
4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP (PCC 10344(a)).
5. LPA must have a written procedure for evaluating proposals (PCC 10344).

RFP Basic Requirements

There are two general types of consulting service contract solicitations:

- A. Request for Proposal using Cost only
- B. Request for Proposal using Cost and Qualifications

The LPA must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals must follow and the elements they must contain.
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the LPA will follow in reviewing and evaluating the proposals.

(PCC 10344)

Additional Requirements and Evaluation Criteria

Additional Requirements for Request for Proposal using Cost only

- A. LPA must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. LPA must determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. LPA must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. LPA must determine those that meet the format requirements specified in the RFP.
- C. LPA evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the DLA Consultant Selection and Procurement website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Consultant's Proposal

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles, and responsibilities.

- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Subcontracts - Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal. Subconsultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

Cost Proposal Worksheet

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

LPA is not required to award a contract if it is determined that the contract price is not reasonable (PCC 10340(c)).

DBE Consideration

DBE consideration is required on all federal-aid funded contracts including non-A&E.

Administrative Requirements

Advertisement for RFPs may be through the LPA website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation (see [Exhibit 15-H: Proposer/Contractor Good Faith Efforts](#)), late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally-funded projects.

Oral Presentations Optional

When oral presentations are required by the LPA, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Cost-Effective / Public Interest Finding

A minimum of three proposals must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) ([Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

Protest / Appeals / Reinstatement Procedures

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defend its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW

General

The A&E Oversight Branch is responsible for the oversight of consultant contracts procured by LPAs complying with federal regulations 23 CFR 172 and 23 U.S.C.112, and state regulations California Government Code 4525-4529.5.

For locally-administered federal-aid highway projects, A&E consultant contract oversight reviews will be performed by Caltrans' Local Assistance A&E Oversight Engineers (A&EOEs). DLAE staff should participate in the reviews.

Type of Reviews

The purpose of A&E consultant contract oversight reviews is to verify LPA compliance with federal and state consultant contract administration requirements. A risk-based approach has been identified by the A&E branch to aid LPAs with compliance that includes requiring agencies to complete and submit the A&E Consultant Contract form prior to contract award, or after contract award but no later than the first invoice. The objective is to create a database documenting all consultant contracts and to perform process reviews on a sample of contracts for the annual performance measures report.

Although the risk-based approach is the submittal of the A&E Consultant Contract form via the database, a process review may be conducted on projects for reporting purposes and to determine accuracy of the A&E Consultant Contract form information.

A&E Consultant Contract Form Review

The purpose of the A&E Consultant Contract form is to provide oversight and guidance to an LPA regarding consultant contract administration on a federal or state-funded project prior to the award of the contract. The A&E Consultant Contract form includes items considered critical for compliance with federal and state regulations.

Subsequent process reviews may be performed on selected state and/or federal projects requiring a greater degree of oversight if deemed necessary for agencies with a noncompliance history.

The following factors may be used when selecting projects for subsequent review:

- LPAs with identified deficiencies during an Incurred Cost Audit
- Projects administered by agencies with previous sanctions/findings
- Lack of experienced/trained LPA personnel
- Request by LPA or DLAE for additional assistance

During subsequent process reviews, the A&EOE will meet with the LPA's consultant contract administration team and discuss project record documentation requirements using the A&E Consultant Contract form. The timing of these types of reviews is targeted for pre-advertisement, pre-negotiations, and pre-award of the consultant contract. This will allow for any changes to take place prior to execution or termination of negotiations for re-advertising. The A&EOE will also explain new policies or procedures, discuss available training, and highlight common problem areas and the means to avoid them.

Review Findings and Deficiencies

Caltrans will not be involved in most project-level reviews and approval activities. Instead, the Process Review as outlined in this section is Caltrans' primary method of ensuring that federal and state requirements are met. During a Process Review of the LPA's project files, errors and/or deficiencies that may violate federal or state law or regulation could be found. If that happens, federal and/or state funds may be withdrawn from a project depending on the severity and circumstance of the deficiency, as well as the possibility of jeopardizing future federal and/or state funding opportunities for the agency's other projects.

It is important to note that the formal process review is not the only method of discovering project deficiencies. Errors or deficiencies are discovered occasionally as part of the normal routine of processing project submittals by DLAEs or DLA Area Engineers.

Review findings from any subsequent reviews will be forwarded to the LPA and the DLAE within five business days. Deficiencies identified during a review may require development of a corrective action plan by the LPA in consultation with the district within 30 calendar days of receipt of the deficiency notification, unless the agency disagrees with the deficiencies identified and appeals the decision as discussed below.

A list of common A&E consultant procurement-related deficiencies is found at the DLA Consultant Selection and Procurement [website](#). These examples, not all-inclusive, should assist LPAs with knowing common deficiencies found in the past and the possible ramifications for those errors and deficiencies. The key to avoiding possible sanctions is to follow the procedures outlined in this chapter and other appropriate policies and guidelines, and if you have any questions, to consult your DLAE.

Corrective action plans, if required, will identify actions the LPA will take to address each deficiency noted. Corrective actions may include the following: Re-advertising, modifications of LPA policies and procedures, and participation in training to address systemic related deficiencies. Project-specific issues may require additional measures to remedy deficiencies to ensure compliance with federal and state requirements and ensure reimbursement eligibility. Corrective action plans must also include timelines for each action to be implemented. Failure to provide and implement corrective actions may result in sanctions or federal/state ineligibility notices against the project or LPA and could prevent federal or state participation in all or a portion of the project.

In the event the LPA disagrees with the deficiencies identified, the LPA will have 30 calendar days from receipt of the deficiency notification to submit their written request for appeal in accordance with the DLA's [Local Agency Dispute Resolution Process](#). If the appeal is denied, the LPA will have 30 calendar days from receipt of the decision to submit their corrective action plan.

The Dispute Resolution Process provides a means for the LPA to appeal a sanction that they feel has been imposed upon them unfairly or they feel the penalty is too harsh for the error or deficiency. This appeal process is not limited to just the appeal of sanctions; it can be used by LPAs when they disagree with the decision, they receive from a district office.

10.5 SANCTIONS

Depending on the severity and circumstances of the deficiencies which may require sanctioning by Caltrans, the DLA or DLAE may impose one of the following sanctions:

- Freeze on all future programming of federal or state funds until corrective action is implemented
- Freeze progress payments for a federal-aid project until the project's deficiency is corrected
- Percentage of federal or state funds for a project withdrawn
- All federal or state funds withdrawn from a project

The DLAE will be responsible for notifying the LPA of sanctions imposed. Whether or not sanctions are imposed against an LPA, the LPA will be expected to develop a corrective action plan and implement it to correct the deficiencies. LPAs will be given adequate time to develop and implement their action plan. Failure to correct the deficiencies in a timely manner will be grounds for imposing additional sanctions



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to Enter into a General Services Agreement with Blink Network, LLC for the Charging Station Replacement Project

SOURCE: Public Works

COMMENT: The City of Porterville issued a Request for Proposals (RFP No. 24/25-SR1980) on August 20, 2024, inviting qualified vendors to submit proposals for the Charging Station Replacement Project, which includes the replacement of electric vehicle (EV) charging infrastructure at three City-owned locations:

- Corporation Yard (555 N. Prospect Street)
- Transit Center (61 W. Oak Avenue)
- Centennial Parking Lot (15 E. Thurman Avenue)

Proposals were received by the deadline of September 18, 2024, and evaluated based on qualifications, technical capabilities, and cost. The following vendors were evaluated and scored:

Vendor	Score	Estimated Cost
Blink	98	\$1,612,315
BTC	96	\$2,084,595
EV Gateway	96	\$2,247,705
SMB	95	\$2,503,410
ChargeTronix	94	\$2,558,757
Lilypad	94	\$2,775,316
Casco	92	\$2,660,261

Following the evaluation process, Blink Network, LLC was selected as the highest-ranked proposer due to its comprehensive technical approach, robust preventative maintenance plan, competitive pricing, and its readiness for future requirements like ISO 15118 implementation. Blink also demonstrated strong experience in similar projects, ensuring their ability to meet the project's technical and operational needs.

The Charging Station Replacement Project supports the City's sustainability goals and the growth of its zero-emission fleet. Key project highlights include:

- Replacement of outdated charging stations with new Level 2 and DCFC chargers.
- Equipment installation, five-year maintenance, and warranty services.
- Compliance with Federal Transit Administration (FTA) requirements, including Buy America provisions.

The project will improve charging reliability and capacity, directly benefiting the City's heavy-duty transit buses and public EV users. Blink Network, LLC's proposal, totaling \$1,659,425.48, includes hardware, installation, engineering, and bonding costs, offering the best value to the City.

This project aligns with the Federal Transportation Improvement Program (FTIP) and the City's Climate Action Plan by reducing greenhouse gas emissions and expanding EV infrastructure. Additionally, the City has conducted due diligence to ensure compliance with FTA funding requirements, including Buy America provisions, throughout the procurement and implementation process.

The total project cost is not to exceed \$1,659,426, in alignment with the Federal Transportation Improvement Program (FTIP) and the City's FTA grant application CA-62620-2. The Charging Station Replacement Project is funded at eighty percent (80%) by the FTA, totaling \$1,327,540 in federal funds, with the remaining twenty percent (20%), or \$331,885, covered by Local Transportation Funds (LTF). This budget structure is consistent with the project's federal and local funding allocations, ensuring full compliance with funding and project requirements.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the General Services Agreement with Blink Network, LLC for the Charging Station Replacement Project at a Total Cost Not To Exceed \$1,659,426; and
2. Authorize the Mayor to execute the agreement and any related documents necessary to implement the project.

ATTACHMENTS:

1. Porterville RFP # 24-25-SR1980_Plan Holders
2. Porterville RFP # 24-25-SR1980_Scoring Matrix
3. Porterville RFP # 24-25-SR1980_Notice of Intent to Award
4. Blink General Services Agreement
5. Exhibit A - RFP 24-25-SR1980

6. Exhibit B - Addendums
7. Exhibit C - Blink Networks Proposal
8. Exhibit D - FTA Terms and Conditions

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Plan Holders

Agency

Bid Number

Bid Title

City of Porterville

24/25-SR1980

Request for Proposals - Charging Station Replacemen

Name	Contact	Address	Phone	Email	Proposal	
					Yes	No
Montauk	Tracy R Kirby	41085 Elm Street Murrieta, CA, 92562,	(951) 813-2084	abdul@bidamerica.com		X
Tulare Kings Counties Builders Exchange	Berenice Ruiz	823 W. Center AveVisalia, CA, 93291,	(559) 732-4568	bruiz@tkcbe.com		X
LilyPad EV	Frank Huerta	4591 Pacheco BlvdMartinez, CA, 94553,	(619) 850-1128	frank.huerta@lilypaddev.com	X	
SMB International LLC	Bijou Lulla	12636 High Bluff Dr Ste 400San Diego, CA, 92130,	(844) 230-0001	Bijou@sustainableenergi.com	X	
PAR Western Line Contractors, LLC	Kathryn Neafsy	11276 5th Street, Suite 100RANCHO CUCAMONGA, CA, 91730,	(816) 591-5364	kneafsy@parwlc.com	X	
Broadband Telecom Power Inc.	Martin N Malyo	17671 Cowan, Suite 200, Irvine, CA, 92614,	(904) 422-5374	mmalyo@btcpower.com	X	
ChargeTronix	Christopher McNamara	3587 Harbor BlvdCosta Mesa, CA, 92626,	(949) 683-0826	christopher@chargetronix.com		
Unified Renewables	Cyrus Mokhtari	555 Menlo Drive , Rocklin, CA 95650	(949) 355-9075	cmokhtari@radiuscharging.com		X
Voltrek, LLC	Bradley Harding	280 Merrimack Street , Lawrence, MA 01843	(978) 882-1999	Bharding@voltrek.com	X	
ChargeTronix	Christopher McNamara	3587 Harbor Blvd , Costa Mesa, CA 92626	(949) 683-0826	christopher@chargetronix.com	X	
blink	Nihusa Dias	5081 Howerton Way Suite A, Bowie, MD 20715	(305) 497-4440	ndias@blinkcharging.com	X	
Casco Contractors	Cheryl Osborn	9850 Irvine Center Drive, Irvine, CA 92618	(949) 679-6880		X	
EVGateway	Reddy Marri	19681 Da Vinci, Foothill Ranch, CA 92610		reddy@evgateway.com	X	

RFP 24/25-SR 1980
Charging Station Replacement
Scoring Matrix

	Points	blink	BTC	Casco	ChargeTronix	EVGateway	Lilypad	SMB
Understanding of the Scope of Work	20	20	20	20	20	20	20	20
Demonstrates a clear understanding of the SOW services required.								
Technical Approach and Methodology	20	20	20	20	20	20	20	20
Proposal outlines a comprehensive and feasible approach to providing the required services.								
Experience and Qualifications	10	10	10	9	10	10	10	10
Firm's experience with similar projects, particularly federally funded transit projects								
Repair and Warranty	20	18	18	17	18	19	18	19
Demonstrates a comprehensive repair and warranty plan.								
Price Proposal	30	30	28	26	26	27	26	26
Competitive and reasonable cost in								
Total Points	100	98	96	92	94	96	94	95



October 10, 2024

**NOTICE OF INTENT TO RECOMMEND AWARD
RFP NO. 24/25-SR1980
CHARGING STATION REPLACEMENT**

To All Proposers:

Thank you for submitting a Proposal in response to the City of Porterville's Request for Proposals (RFP) for the Charging Station Replacement Project. The evaluation committee has completed its evaluation of all proposals. On November 5, 2024, staff will be recommending that the Porterville City Council authorize award of a contract to Blink Network, LLC.

This Notice is NOT an acceptance of an offer and does NOT constitute an agreement between the City of Porterville and the successful Proposer. Relative to the services to be provided, this Notice does NOT provide the recommended Proposer with any legal rights, interests, or claims of entitlement. No Proposer shall acquire any such rights unless and until an award is approved by the Porterville City Council and a contract is fully executed by all appropriate officials.

Respectfully,

Richard I. Tree

Richard Tree
Transportation Director
City of Porterville

RFP 24/25-SR 1980
Charging Station Replacement
Scoring Matrix

	Points	blink	BTC	Casco	ChargeTronix	EVGateway	Lilypad	SMB
Understanding of the Scope of Work	20	20	20	20	20	20	20	20
Demonstrates a clear understanding of the SOW services required.								
Technical Approach and Methodology	20	20	20	20	20	20	20	20
Proposal outlines a comprehensive and feasible approach to providing the required services.								
Experience and Qualifications	10	10	10	9	10	10	10	10
Firm's experience with similar projects, particularly federally funded transit projects								
Repair and Warranty	20	18	18	17	18	19	18	19
Demonstrates a comprehensive repair and warranty plan.								
Price Proposal	30	30	28	26	26	27	26	26
Competitive and reasonable cost in comparison to other proposals.								
Total Points	100	98	96	92	94	96	94	95

Estimated Project Cost	\$1,608,425	\$1,994,595	\$2,660,261	\$2,558,757	\$2,247,705	\$2,775,316	\$2,503,410
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**CITY OF PORTERVILLE
GENERAL SERVICES AGREEMENT WITH
BLINK NETWORK, LLC FOR CHARGING STATION REPLACEMENT**

This Charging Station Agreement (this "Agreement") is dated as of the ____ day of _____, 2024 (the "Effective Date") by and between City of Porterville, a charter city and municipal corporation ("City"), and Blink Network, LLC, a limited liability corporation ("Blink"). The City and Blink may be referred to herein as a "Party" individually and the "Parties" collectively.

RECITALS

WHEREAS, on August 20, 2024, the City issued a Request for Proposals No. 24/25-SR1980 for the Charging Station Replacement Project (the "RFP") as described in Exhibit A;

WHEREAS, on September 18, 2024, the City provided certain responses to questions submitted during the RFP process, as described in Exhibit B;

WHEREAS, on September 24, 2024, Blink submitted its proposal outlining its services, qualifications and technical capabilities for the installation of Charging Station Replacement Project as described in Exhibit C;

WHEREAS, the City owns the Corporation Yard located at 555 N. Prospect Street, Porterville, CA 93257; the Transit Center located at 61 W. Oak Ave, Porterville, CA 93257; and Centennial Parking Lot located adjacent to 15 E. Thurman Avenue, Porterville, CA 93257 (the "Facilities") on property owned by the City (the "Property");

WHEREAS, the City desires for Blink to provide Services (hereinafter defined) at the Facilities on the City's behalf, upon the terms set forth herein.

NOW THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall commence on the Effective Date and end on the 5-year anniversary of the Effective Date. Upon the mutual written consent (email to suffice) of both Blink and the City, this Agreement may be extended under the same terms and conditions for up to five (5) additional one (1) year terms. The initial term and any renewal terms are referred to herein as the "Term."

2. **License for Access to Facility.** The City hereby grants to Blink during the Term, a license for ingress, egress, and general access to the Facilities and the Property to the extent necessary for Blink to perform the Project (as defined below).

3. **Charging Station Replacement**

(a) **Blink's Responsibilities.** The City hereby engages Blink as the exclusive service provider for the services at the Facilities as described in Exhibit A, attached hereto, and to perform certain other services relating to the Facilities, as described in Exhibit B,

attached hereto, (collectively, the “Services”), all on the terms and conditions and as more fully described in this Agreement. Blink hereby accepts such engagement and agrees to perform the Services in accordance with the terms and conditions of this Agreement.

(b) **Fees.** As consideration for providing the Services under this Agreement, the City shall pay Blink the amounts set forth in Exhibit C attached hereto, with total payments not to exceed \$1,659, 426.

(c) **Service Guidelines.** Blink shall provide the Services in material compliance with any and all Applicable Laws. For purposes of this Agreement, “Applicable Law” shall mean (a) all applicable federal, state, and local statutes, laws, requirements, decrees, ordinances, and codes, of all governmental authorities, including any federal, state, and local governments or any departments, bureaus, or agencies thereof having jurisdiction over the Property or the Facilities; and (b) all other applicable rules, regulations, interpretations, and orders of any commissions, boards, agencies, or other legislative, executive, judicial, or other governmental or quasi-governmental bodies or officers having jurisdiction to regulate or supervise the Property or the Facilities.

(d) **Training of Personnel.** Blink shall be responsible for the selection and training of all Blink employees or contractors that perform Services pursuant to this Agreement. All personnel employed or controlled by Blink shall be appropriately trained and shall comply with all applicable safety processes and procedures standard for the services at the Facilities as described in Exhibit A.

(e) **Permits and Approvals.** The City shall, at the City’s cost, be responsible for obtaining and maintaining any licenses, permits, or approvals required to operate and maintain the Property and the Facilities, except for any such licenses, permits or approvals that Blink is legally required to obtain in its name in connection with its provision of the Services.

(f) **Property Conditions.** If, at any time during the Term, it is determined that underground hazards, soil contaminants and/or soil conditions exist (including, without limitation, migratory pollution or other migratory conditions) that were not brought to the Property by Blink and that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) require unanticipated soil or foundation preparation work, Blink shall not be financially and/or legally responsible for such underground hazards, soil contaminants and/or soil conditions and any required remediation, removal, replacement preparation work, and/or disposal. If the City does not commence, within ten (10) days after discovery of any such underground hazard or soil contaminant or soil condition, and thereafter diligently prosecute to completion the correction of such condition, BLINK may, without further obligation or penalty, terminate this Agreement by written notice to the City, and the City shall pay Blink all amounts which accrued up to the date of the termination and reimburse Blink for any and all reasonable costs related to the repair and maintenance of the Facility, paid or irrevocably committed to by Blink prior to the date of the termination. This Section shall survive the termination of this Agreement.

4. The City’s Obligations and Responsibilities.

(a) **Facility Expansion.** The City will be responsible for any expenses or costs that may be required to expand the capacity or functionality of the Facilities and the City will

be responsible for any expenses resulting from a Force Majeure event (as defined below), provided such repairs are not required as a result of Blink's negligence.

(b) **Utilities and Fuel.** The City will be responsible for the provision and payment of any and all utility service charges for utility service consumed at the Facilities during the Term (including, without limitation, gas, electricity, water, waste disposal, refuse collection, phone, internet access and other utility-type services furnished to Blink or the Facilities). Notwithstanding anything to the contrary and for the avoidance of doubt, Blink makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from the Facility.

(c) **Maintenance of Property.** The City shall be responsible for and shall at its own expense maintain the surrounding Property in the vicinity of the Facilities.

(d) **Payment of Blink Billings.** The City shall pay each invoice submitted by Blink within thirty (30) days following receipt of the invoice by the City. For purposes of this Section, receipt shall be defined as the day the invoice is transmitted by Blink. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 10% per annum, calculated from the date payment is due to and including the date payment is received by BLINK. **IF PERMITTED BY LAW, BLINK SHALL PASS THROUGH TO THE CITY ANY SURCHARGES INCURRED BY BLINK RELATED TO THE CITY'S PAYMENT OF ITS INVOICES THROUGH USE OF A CREDIT CARD.**

In the event that the City fails to make payments in a timely manner or fails to meet Blink's continuing credit approval, Blink may suspend any and all services provided under this Agreement, until such time as the City brings payments current and meets Blink's continuing credit approval.

(e) **Taxes.** The City shall be responsible for any taxes (including, without limitation, any real property taxes and assessments) relating to the Property and taxes that are determined by reference to the selling price of the services or parts provided under this Agreement unless the City has provided a valid exemption certificate prior to the rendering of such services or delivery of the parts.

(f) **Compliance with Law.** In performing its obligations under this Agreement, the City shall comply in all material respects with all Applicable Laws.

(g) **Materials.** In the event that the City has required Blink to store materials on the Property for the Facility, upon the expiration or termination of the Agreement, the City shall purchase all materials stored on the Property by Blink at such time at a mutually agreeable price no less than documented Blink purchase price.

5. Termination.

(a) **For Convenience.** The City may terminate this Agreement, in whole or in part, at any time for its convenience and without cause by providing Blink with thirty (30) days' written notice. In the event of such termination, the City shall be liable only for payment for services satisfactorily rendered and expenses incurred up to the effective date of termination. Blink shall not be entitled to any other form of compensation, including for anticipated profits or unperformed services.

(b) For Default or Breach. Either Party may terminate this Agreement for default if the other Party: (a) becomes insolvent; (b) files any proceeding in bankruptcy, or acquires bankruptcy status; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; or (d) seeks the benefit of any statute providing protection from creditors. Either Party may also terminate this Agreement for breach if the other Party materially breaches any provision of this Agreement provided: (i) the non-breaching Party provides the breaching Party with written notice of breach and a thirty (30) day period within which to cure such breach ("Cure Period"); and (ii) the breaching Party fails to cure each such breach within the Cure Period provided, however, that where it is not commercially reasonable to fully effect a cure to the other Party within the thirty (30) day period set forth above, the Party in breach shall not be deemed to be in default of the Agreement and subject to termination for cause where it commences implementation of the cure within such thirty (30) day period and thereafter proceeds diligently to cure the breach to the reasonable satisfaction of the non-breaching Party. Any termination of this Agreement shall be without prejudice to each right and/or remedy which the non-breaching Party may possess against the breaching Party under this Agreement, at law, in equity, and/or otherwise. In the event of termination, the City shall pay Blink all amounts which accrued up to the date of the termination and reimburse Blink for any and all reasonable costs related to the repair and maintenance of the Facility, paid or irrevocably committed to by Blink prior to the date of the termination. The preceding sentence shall survive termination of this Agreement.

6. **Ownership of Facility and Improvements.** As between Blink and the City, all right, title, and interest in and to the Facility and any improvements made to the Facility shall at all relevant times remain with the City. The City retains all rights in and to the Facility and any improvements thereon.

7. **Warranty.**

With respect to services performed by Blink pursuant to this Agreement, for a period of five (5) years from the date of performance of such services (the "Warranty Period"), Blink warrants to the City that the services shall be free from defects in workmanship (the "Warranty").

If the City gives Blink prompt written notice of breach of this Warranty during the Warranty Period, Blink shall, at its sole option and as the City's sole remedy, either re-perform the service (the City to provide Blink with unencumbered access to the Property and equipment) or refund the purchase price therefore. The City shall bear the costs of access for Blink's remedial Warranty efforts (including removal and replacement of systems, structures or other parts of the City's facility), de-installation, re-installation and transportation of the parts to Blink and back to the City. If Blink determines that any claimed breach is not, in fact, covered by this Warranty, the City shall pay Blink its then customary charges for any re-performance completed by Blink, or, in the event Blink refunded the City the purchase price, the City shall return the purchase price to Blink. Blink's warranty is conditioned on the City's (a) operating and maintaining the applicable work in accordance with Blink's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Blink. Blink's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Blink). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to equipment, part(s) or material(s) provided by Blink to the City pursuant to this Agreement, Blink hereby assigns to the City, to the extent assignable, any warranties made to Blink by the applicable manufacturer or supplier, and Blink shall have no other liability to the City related to the supplied equipment, part or material under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH IN THIS SECTION ARE BLINK'S SOLE AND EXCLUSIVE WARRANTIES. BLINK MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

8. Indemnification.

(a) Blink hereby agrees to indemnify, hold harmless and defend the City, and its officers, directors, employees and agents (collectively, the "City Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the City Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with: (a) Blink's material breach of any representations, covenants or warranties of Blink set forth in this Agreement; (b) any negligent actions or omissions or willful or reckless misconduct of Blink, its employees, officers, owners, directors or agents in the performance of this Agreement; or (c) the material violation of any law, ordinance or regulation by Blink. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful or reckless misconduct of the City Indemnitees.

(b) The City hereby agrees to indemnify, hold harmless and defend Blink, and its officers, directors, employees and agents (collectively, the "Blink Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Blink Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with: (a) the City's material breach of any representations, covenants or warranties of the City set forth in this Agreement; (b) any negligent actions or omissions or willful or reckless misconduct of the City, its employees, officers, owners, directors or agents in the performance of this Agreement; (c) the material violation of any law, ordinance or regulation by the City; or (d) any pre-existing or migratory environmental condition or hazard. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful or reckless misconduct of the Blink Indemnitees.

9. Insurance Requirements.

The City and Blink shall each procure at their respective expense, and maintain in full force and effect during the Term of this Agreement, including any renewals, with insurance carriers rated at least A- VII or Better in A.M. Best's Insurance Report and admitted to do business in the state where the Facility is located, the following primary insurance in at

least the minimum amounts specified, with the other respective Party named in the commercial general liability policy (or excess liability or umbrella liability policy, if applicable) and the automotive liability policy as an additional insured and including a transfer of rights or waiver of subrogation endorsement. Such insurance, excluding workers compensation, shall be endorsed to require at least thirty (30) days' written notice to the other respective Party of cancellation.

(a) Commercial General Liability Insurance, including coverage at least as broad as the latest version of the Insurance Service Office Commercial General Liability coverage (occurrence form CG001) to a combined single limit of not less than \$1,000,000. Excess liability or umbrella liability coverage may be used to evidence or provide limits in addition to primary limits of no less than \$1,000,000 on the commercial general liability policy.

(b) Commercial Automobile Liability Insurance, including owned, non-owned and hired automobiles covering bodily injury and property damage, to a combined single limit of \$1,000,000.

(c) Workers Compensation and Employers Liability

(i) Workers' compensation in compliance with applicable state and federal laws.

(ii) Employers' liability with a limit of not less than \$1,000,000.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement. If a Party maintains higher limits than the minimums shown above, the other Party requires and shall be entitled to coverage for the higher limits maintained.

The City shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Blink Network, LLC
5081 Howerton Way, Suite A
Bowie, MD 20715
Attn: Nihusa Dias
Phone: (305) 497-4440
Email: ndias@blinkcharging.com

Blink shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

City of Porterville
555 N. Prospect St
Porterville, CA 93257
Attn: Richard Tree
Phone: (559) 782-7514
Email: rtree@ci.porterville.ca.us

10. Performance Bond. Prior to commencing any work under this Agreement, Blink shall provide the City with a performance bond in an amount equal to one hundred percent (100%) of the total project value, ensuring faithful performance of all obligations and responsibilities outlined in this Agreement. The performance bond must be issued by a surety company authorized to do business in the State of California and acceptable to the City. The bond shall remain in effect for the duration of the project until final acceptance by the City. In the event of default or failure by Blink to perform the work specified in this Agreement, the City shall have the right to claim the full amount of the bond.

11. Assignment. Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void. Permitted assigns shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.

12. Liens. The City represents that it is the owner of the Property and has full authority to enter into this Agreement. So long as the City is not in breach of any term of this Agreement and has timely paid all of Blink's invoices, then Blink shall make timely payment to all contractors performing work on behalf of Blink and shall, at its expense, cause any lien filed by any contractor performing work on behalf of Blink to be canceled or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise within thirty (30) days after Blink receives actual notice of the filing of such lien, charge, or order for the payment of money.

13. Relationship of Parties. Blink and the agents and employees of Blink in the performance of this Agreement shall act in an independent capacity as independent contractors and not as officers or partners or employees or agents of the City.

14. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of California.

15. Attorneys' Fees. In the event of any litigation between the Parties concerning any provision of this Agreement or the rights and obligations of any party in relation thereto, the prevailing Party shall be entitled to an award for all costs incurred by reason of such litigation, including but not limited to reasonable attorneys' fees and fees and expenses of witnesses. The trier of fact shall designate the prevailing Party.

16. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by certified mail, return receipt requested, or overnight courier or facsimile to the other Party at such address as set forth below:

If delivered to City:

City of Porterville
Attn: Richard Tree
555 N. Prospect St
Porterville, CA 93257
Email: rtree@ci.porterville.ca.us

If delivered to Blink:

Blink Network, LLC

5081 Howerton Way, Suite A
Bowie, MD 20715
Attn: Nihusa Dias
Phone: (305) 497-4440
Email: ndias@blinkcharging.com

Each Party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent in like manner to the other Party. Without limiting any other means by which a Party may be able to prove that a notice has been received by the other Party, a notice shall be deemed to be duly received:

- (a) if sent by hand, the date when left at the address of the recipient;
- (b) if sent by certified mail, the date of the return receipt;
- (c) if sent by overnight courier, the date when receipt is acknowledged at the address of the recipient; or
- (d) if sent by facsimile, the date of the confirmation.

17. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to Blink by any supplier to Blink, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of Blink, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from any payment obligations hereunder.

18. Limitation of Liability. Neither Party shall have any liability to the other Party for special, consequential, or incidental damages, except however in connection with a claim made against either Party by a third party, provided that such claim arises out of or results from the negligence or willful misconduct or any other claim within the scope of the indemnity obligations of Blink or the City, as applicable, under this Agreement.

19. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties, and is not intended to create any benefits to any third parties.

20. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

21. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

22. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

23. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

24. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

25. Incorporation of FTA Terms. The preceding provisions, as described in Appendix 5, include in part certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA), whether or not expressly set forth in this Agreement. All contractual provisions required by FTA are hereby incorporated by reference, and any conflicts between FTA requirements and other contract provisions shall be resolved in favor of FTA requirements. Blink shall not perform any act or fail to perform any act that would cause the City to be in violation of FTA requirements.

26. Order of Precedence. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (i) Exhibit D (FTA Terms and Conditions); (ii) the body of this Agreement, (iii) Exhibit A (RFP 24/25-SR1980), (iv) Exhibit B (Addendums), and (v) Exhibit C (Blink's Proposal).

27. Miscellaneous. This Agreement, along with the exhibits and appendix attached hereto, constitutes the complete and exclusive agreement and understanding between the Parties and supersedes all prior communications and agreements, whether oral or written. The Parties expressly agree that there are no other agreements, understandings, restrictions, warranties, and/or representations by, between and among the Parties relating to the subject matter of this Agreement other than those expressly set forth herein or herein provided for. This Agreement may only be modified by an instrument that is executed by each Party's duly authorized representative. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which collectively constitute one (1) and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

CITY OF PORTERVILLE

BLINK CHARGING, LLC

By: Martha A. Flores

By: _____

Title: Mayor

Title: _____

Signature: _____

Signature: _____

Attest:

Patrice Hildreth, City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No. 24/25-SR1980
- B. Addendums
- C. Blink Charging, LLC Proposal
- D. FTA Terms and Conditions

EXHIBIT A

RFP 24/25-SR1979

EXHIBIT B

RFP 24/25-SR1979 ADDENDUMS

EXHIBIT C

NORTHERN UNITED FENCE PROPOSAL

EXHIBIT D

FTA TERMS & CONDITIONS



**CITY OF PORTERVILLE
REQUEST FOR PROPOSAL RFP No. 24/25-SR1980
CHARGING STATION REPLACEMENT**



August 20, 2024

The City of Porterville does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the City's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities.

The project is funded in part by the Federal Transit Administration Catalog of Federal Domestic Assistance (CFDA) 20.500 and 20.507. The City of Porterville reserves the right to reject any or all proposals.



**CITY OF PORTERVILLE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP) NO. 24/25-SR1980
CHARGING STATION REPLACEMENT**

SEALED PROPOSALS will be received by the Transportation Department located at 291 N. Main Street, Porterville, CA 93257, until 2:00 P.M. on Tuesday, September 24, 2024, for the Contract to provide replacement charging stations.

A mandatory site visit is **REQUIRED** in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Richard Tree at (559) 782-7514 or rtree@ci.porterville.ca.us. The site visit will be concluded on September 21, 2024, at 10:00 am.

This contract is federally funded and as such, the Federal Requirements associated with the performance of services under this contract have been included with this RFP. The awarded Proposer will be responsible for adherence to all local, state, and federal requirements listed herein. These requirements are hereby incorporated into the subsequent contract arising from this RFP.

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the process will be handled electronically through the Public Purchase website.

The City has not established a DBE goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract. The City of Porterville overall DBE goal is 1% of total contracts (including subcontracts) awarded.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Porterville will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military or veteran status in any consideration leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:

August 20, 2024

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Section I - Instructions

RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	August 20, 2024
Required Site Tour	Pre-Scheduled
Deadline to submit questions	September 10, 2024
Proposal submittal deadline @ 2:00 pm PST	September 24, 2024
Short list established and vendors notified	October 3, 2024
Interviews/Presentation with short-listed vendors (if required)	October 9, 2024
Award of Contract @ City Council Meeting	October 15, 2024
Contract Begins	November 1, 2024

City's Vendor Self-Registration and Notification

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. All addenda and correspondence during the process will be handled electronically through the Public Purchase website. Questions regarding this request for proposals must be submitted through the Public Purchase website.

Background

The City of Porterville ("CITY") is located in Tulare County, which is part of the Central San Joaquin Valley of California. The San Joaquin Valley is a rich agricultural area and Tulare County is recognized as the largest agricultural-producing county in the world.

Porterville has a land area of approximately 14.3 square miles (9,161 acres), situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia (the County seat); 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community.

The Porterville City Council is the policy-making body for the City of Porterville's Transportation Department. It adopts the Short-Range Transit Plan, and through the annual budgetary process, establishes operational and funding levels for the system. The City Council also sets operational policies and parameters.

Management of the City's public transportation system, referred to as Porterville Transit, is an integrated function of the City of Porterville. The Transportation department is responsible for the overall management of the service. The City is also responsible for the maintenance of the transit fleet, through its Field Services Division.

The City outsources, to a private contractor, to perform daily operations of Porterville Transit. The Director of Transportation is responsible for the overall administration, planning, monitoring, and

marketing of the system. The Director of Transportation also acts as a liaison to the Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and the Federal Transit Administration (FTA). The contracted local General Manager is responsible for the day-to-day operations management; the hiring, testing, training and supervision of all drivers and dispatch staff; fare collection; reporting; ridership data collection; and the operation of Porterville Transit vehicles in accordance with City policy and all State and Federal regulations. The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds (LTF).

Porterville Transit provides an array of transportation services in the form of fixed route bus services, ADA complementary paratransit, and innovative On-Demand services.

Preparation of Offer

1. Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposals (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.
2. All forms provided must be completed and submitted with your Proposal.
3. It is permissible to copy submittal forms if necessary. Erasures, interlineations, or other modifications of the Proposal must be initialed in original ink by the authorized person signing the offer. No Proposal will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Proposer’s errors or omissions.
4. All time periods stated as a number of days will be calendar days.
5. It is the responsibility of all Proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:
 - 1) Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 2) Study and carefully correlate Proposer’s knowledge and observations with the RFP document and other related data.

- 3) Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which a proposer has discovered in or between the RFP document and such other related documents.
- 4) The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 5) Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 6) Proposers' responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products proposed. Proposals submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 7) Prices shall be submitted on a per unit basis by line item, when applicable. Failure to submit any unit pricing will be sufficient grounds for the City to consider the proposal to be non-responsive. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

Exceptions

Proposer must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposals must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Proposal.

Communications to City

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or RFP documents, shall be in writing and shall be submitted only through the Public Purchase website. Communications sent to any other person at the City or at any other address may, in the City's sole discretion, be deemed to be "non-responsive" and the

City in its discretion may elect to disregard any such questions. The City shall not respond to oral inquiries, and oral statements of any nature by the City or any of its representatives may not be relied upon for any purpose whatsoever.

Addenda

The City of Porterville will not be responsible for any oral instructions made by any employees or officers of the City of Porterville regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

Business in California

The City will not enter contracts with Proposers (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of California, unless the proposer asserts a statutory exception prior to entering a contract with the City.

Licenses

If required by law for the operation of the business or work related to this Proposal, Proposer must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

Certification

By signing the Proposal, proposer certifies:

- The Proposer's submission of the Proposal did not involve collusion or other anti-competitive practices
- The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Proposer has not given, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Minimum Qualifications

- Proposer must have been in operation a minimum of five years.

Certificates of Insurance

Upon notification of a recommended award, the Proposer will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive and responsible Proposer whose proposal, in the sole and absolute discretion of City, for providing the goods and/or services contained in this solicitation, who have demonstrated the ability to perform in an acceptable manner, and is most advantageous to the City.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is a Proposal to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Mayor. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under California Statutes, until the resulting contract(s) are awarded to all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Proposers may not discuss the solicitation with any City employees or evaluation panel members.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Porterville City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposals, the City Manager will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. PROPOSERS THAT

VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy will be disqualified until the resulting contract(s) are awarded, or all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

Protest Process

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with City’s FTA Procurement and Contract Administration Manual (which is available at www.ci.porterville.ca.us), the terms of which are hereby included herein by this reference. The City reserves the right to modify the terms of the protest procedure if it determines that such modification is in its best interest. Should there be any dispute between the City’s FTA Procurement and Contract Administration Manual and the provisions of this Section, the City in its discretion shall determine which provision governs.

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of the City, and it is for the City to determine in its discretion which Proposal the City desires to accept. The City has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide the City the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and the City may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in the City’s FTA Procurement and Administration Manual or herein but, again, said appeal shall be decided by the City based upon what it determines to be in its best interest. As such, legal concepts (such as the California or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with the City’s FTA Procurement and Contract Administration Manual. In addition, the appeal process set forth in the City’s FTA Procurement and Contract Administration Manual is exclusive and upon the exhaustion of the appeal, no further appeal may be taken, or separate suit filed against the City.

By virtue of submitting its Proposal, any Protesting Party expressly agrees that its remedies are exclusively limited to the City’s Protest procedure set forth in the City’s FTA Procurement and Contract Administration Manual (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by the City. The foregoing is a material consideration in the consideration by the City of any Proposal.

Public Record

All Proposals submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to California State law. If a Proposer believes that a specific section of its Proposal response is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. A Proposer may request specific information contained within its Proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its Proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

Right to Disqualify

The City reserves the right to disqualify any Proposer who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Proposer waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City of Porterville or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Proposer.

Late Proposals

Late Proposals must be rejected, except for good cause. If a late Proposal is submitted, the Department will document the date and time of the submittal of the late Proposal, keep the Proposal and notify the Proposer that its Proposal was disqualified for being late.

Pre-Bid Meeting

A mandatory site visit is REQUIRED in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Richard Tree at (559) 782-7514 or rtree@ci.porterville.ca.us.

Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award contracts.

Determining Responsiveness and Responsibility

Proposals will be reviewed for documentation of any required minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Proposals will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Proposals will render a Proposal nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Proposer be a responsible contractor. Responsibility includes the Proposer's integrity, compliance with public policy, skill, capacity, experience, record of past performance, financial and technical resources, and facilities for conducting the work to be performed.

The Procurement Officer will review each Proposal to determine if the Proposer is responsible. The City's determination as to whether an Proposer is responsible will be based on all information furnished by the Proposer, interviews (if any), any information at the City's request and information received from Proposer's references, including information about Proposer's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Proposer's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Proposal.

Clarifications

The City may request written clarifications for such purposes as information gathering or eliminating minor irregularities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

Detailed Evaluation of Proposals and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposer's rankings and which Proposals are within the Competitive Range, when appropriate.

Proposals Not Within The Competitive Range

The City may notify Proposers of Proposals that the City determined are not in the Competitive Range.

Discussions With Proposers In The Competitive Range

The City will notify each Proposer whose Proposal is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Proposal. The Proposers in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Porterville. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If a Proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the Proposer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other Proposals received in response to this solicitation. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace

or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Proposal and make one BAFO.

If a Proposer's BAFO modifies its initial offer, the BAFO should include a "Change Log" identifying all modifications made to the Proposal. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Proposal that is the most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to a Proposer whose Proposal is the highest rated and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

Section II – Standard Terms and Conditions

Contract Interpretation

Applicable Law

This Contract will be governed by the law of the State of California, and suits pertaining to this Contract will be brought only in Federal or State courts in Tulare County, State of California.

Contract Order Of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- Federal Terms and Conditions
- Special Terms and Conditions
- Standard Terms and Conditions
- Amendments
- Scope of Work
- Specifications
- Attachments
- Exhibits
- Instructions to Contractors
- Other documents referenced or included in the RFP

Organization – Employment Disclaimer

The Agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.

Severability

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Non-Waiver of Liability

The City of Porterville as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable California law.

Parol Evidence

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contract Administration and Operation**Records**

All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Porterville office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

Discrimination Prohibited

Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The Contractor will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts.

Equal Employment Opportunity and Pay

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation: Contractors may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

Monitoring: The City shall monitor the employment policies and practices of Contractors subject to this article as deemed necessary. The City is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

Health, Environmental and Safety Requirements

The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- A list of all federal, state, or local (EPA, OSHA, Tulare County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

Compliance With Laws

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

Continuation During Disputes

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.

Emergency Purchases

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

Costs and Payments

General

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Proposal.

Payment Deduction Offset Provision

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

Late Submission of Claim By Contractor

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

Discounts

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

No Advance Payment

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

Fund Appropriation Contingency

The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

Maximum Prices

The City will not be invoiced at prices higher than those stated in any contract resulting from this Proposal. Contractor certifies, by signing this Proposal that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Proposal and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

F.O.B Point

All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

Contract Changes

Contract Amendments

Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

Assignment – Delegation

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

Non-Exclusive Contract

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

Risk of Loss and Liability

Title and Risk of Loss

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

Acceptance

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

Force Majeure

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Loss of Materials

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

Contract Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

Damage to City Property

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Non-Exclusive Remedies

The rights and remedies of the City under this Contract are non-exclusive.

Default In One Installment To Constitute Breach

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

On Time Delivery

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

Default

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

Covenant Against Contingent Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

Cost Justification

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal price is fair and reasonable.

Work Product, Equipment and Materials

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

Contract Termination

Gratuities

The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

Conditions and Causes for Termination

This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

State and Local Sales and Use Taxes

In accordance with applicable state and local law, sales and use taxes may be applicable to this transaction. The state and local sales and use tax burden and legal liability to remit taxes are on the vendor that is conducting business in California and the City of Porterville. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or

application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. Once your proposal is submitted, the Proposal is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

Tax Indemnification

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including sales and use taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

Tax Responsibility Qualifications

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of California for any License or Sales taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in California statutes relative to State Sales and Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the California State Department of Revenue to release tax information relative to California Sales and Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

Russia Sanctions

Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to

prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- Access to shaded areas and/or air conditioning.
- Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

Section III – Special Terms and Conditions

Term of Contract and Option To Extend

The Contract shall commence on the date both the City and Contractor execute the Agreement (“Contract’s start date”), and end when the City Council accepts the project as completed (“Contract’s end date”).

Post Award Conference

A post award conference may be held by the City prior to commencement of any work. Contractor will be required to attend. The purpose of this conference would be to discuss critical elements of the work schedule, operational problems, the transition plan and procedures.

Estimated Quantities

Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this Contract, as determined by actual needs. It is expressly understood and agreed that the Contract is to supply the City with its complete actual requirement for the Contract period.

Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the City Council prior to the institution of the change

Alteration In Character Of Work

No changes in the scope, character, or complexity of work may be made by Contractor without first receiving approval by contract amendment properly defining and limiting the change. The City will not pay any claim for extra work done or materials furnished by Contractor except as provided in this Contract, and Contractor may not do any work or furnish any materials not covered by this Contract unless first approved by the City through contract amendment. Any such work or materials furnished by Contractor without prior contract amendment is Contractor’s sole risk, cost, and expense, and Contractor may not make any claim for compensation for any such work or materials.

Method Of Invoicing And Payment

The CITY will compensate Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract, with no additional charges for equipment, supplies, overhead, travel or administrative support.

Contractor shall be paid monthly in arrears. On or before the 10th day of each calendar month, Contractor shall submit one (1) invoice to the City for services provided during the previous month and each invoice shall contain the date, contract number, supporting documentation, and invoice amount. Advance payments are not authorized. Payment may only be made for actual goods and/or services that have been received, less liquidated damages.

The invoice must contain the associated purchase order number on the invoice itself and must be free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the City will return the invoice to Contractor. Contractor shall promptly resubmit the revised invoice to the City. Failure to identify an error does not waive any of the City's rights. The City shall make every effort to process payment for the purchase of services within 45 calendar days after receipt and approval of a correct invoice.

Any prompt payment discounts offered must be clearly noted by Contractor on all invoices submitted to the City. Monthly invoice must be sent for review to the City's Project Manager. The City shall notify the Contractor if the invoice has been approved or if it requires additional documentation and/or correction.

Following invoice approval, Contractor will email the invoice in PDF format to ap@ci.porterville.ca.us, copying the City's Project Manager. Each PDF attachment will contain only one invoice, although multiple PDFs may accompany an email. The email will be in plain text format free of any signatures or images (jpeg, bmp, etc.).

A "remit to" address must also be on the invoice and must match the address on file with the City. Any changes to the remit to address must be updated by the vendor.

Key Personnel

Contractor shall maintain the Key Personnel identified in its proposal for a minimum of 24 months from the "Effective Date" of contract award by City Council unless they are no longer employed by Contractor. Contractor shall notify the City in writing prior to removing, reassigning, or appointing an individual from or to any Key Personnel position whether in an acting or permanent capacity. For all Key Personnel, Contractor shall fill vacancies with City approval within 45 calendar days of the vacancy, unless otherwise approved by the City in writing. All of Contractor's Key Personnel shall be assigned full-time (a minimum of 40 hours per week) to this project, unless otherwise approved in writing by the City. In the event one or more of Contractor's Key Personnel is permanently replaced, Contractor shall notify the City in writing at least 72 hours prior to the replacement date and time. The replacement personnel shall be subject to the City's prior approval in writing.

Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

Performance Interference

Contractor shall notify the City's Project Manager immediately of any occurrence and/or condition that threatens to interfere with the full performance of the contract and confirm it in writing within 24 hours.

Unsatisfactory Performance

Contractor will furnish all necessary labor, tools, equipment, permitting, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the Scope of Work, or elsewhere in this Contract. The City shall decide all questions as to the quality and acceptability of any work performed under the Contract as monitored and documented by the City. If, in the opinion of the City, performance becomes unsatisfactory, the City shall notify Contractor. Contractor shall have a reasonable time to cure the unsatisfactory performance.

If the unsatisfactory performance is not cured within the time specified, the City may immediately correct or complete the work to its satisfaction and deduct the associated costs from any balances due or to become due to Contractor. Contractor will be liable for difference between cost to the City to complete the Work with other forces and the cost to the City for completion of the Work by Contractor per the contract. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

Employee Identification and Facility Access

Only authorized Contractor employees are allowed on the premises of City facilities. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor or subcontractor employee.

Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the "Effective Date" of contract award by City Council, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential

Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Contract; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Contract; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Contract. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Contract, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Contract. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: fpc.gov/resources/glossary.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

When Contractor processes PII pursuant to the Contract, Contractor shall, at no additional cost to the City:

- (1) process PII only within the United States and only in accordance with the Contract and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;
- (2) implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice. (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
- (3) not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- (4) as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- (5) take reasonable steps to ensure the competence and reliability of Contractor’s personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

(6) maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Contract and applicable laws;

(7) allow the City or its authorized agents to conduct audit inspection during the term of the Contract, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section.

If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Contract, Contractor shall notify the City without undue delay within 48 hours; and:

(1) provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

(2) take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

(3) cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

(4) not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section. Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available

to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- (1) require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information;
- (2) act on newly acquired information whether or not such information should have been previously discovered;
- (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Contract. Contractor will bear the costs of all inquiries requested by the City.

Contacts With Third Parties

Contractor or its subcontractors shall not contact third parties to provide any information in connection with the deliverables provided under this Contract without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing contract with the City, Contractor or its subcontractors shall promptly inform the City, giving the particulars of the information sought, and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Contract.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

No Third Party Beneficiaries

The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

Non-Disclosure

Contractor shall not disclose, without the City's prior written consent, any information in the performance of the Services under this Contract to any person, firm, corporation, association, or other entity other than persons in the City's organization qualified to receive such information, for any reason or purpose whatsoever, nor shall Contractor make use of any such confidential or proprietary information for its own purposes or for the benefit of any person, firm, corporation, or other entity, except the City.

Contractor agrees to act as a trustee of the foregoing information and as trustee of any other confidential information learned in connection by Contractor's relationship with the City. Contractor further represents to the City that, as an inducement to enter this Contract, Contractor will hold this information in trust and confidence for the City's sole benefit and use.

Further, there shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City.

Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, Contractor shall relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged shall be returned to Contractor pending the resolution of the existing or anticipated litigation.

Contractor agrees that the requirements of this Section shall be incorporated into any subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Contract or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Contract shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

Accrued Liabilities

Contractor shall be responsible for the payment of all liabilities to its employees accrued during the contract term, including but not limited to accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between Contractor and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by Contractor at the end of the contract term and no additional

compensation shall be provided by the City for such accrued liabilities. Contractor shall not have any obligation for the liabilities of the prior contractor to its employees.

Claims or Demands Against The City

Contractor acknowledges and accepts the provisions of the Charter of the City of Porterville pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in the Charter of the City of Porterville alters, amends or modifies the supplemental and complementary requirements of the State of California Notice of Claim statutes pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

Moreover, nothing in this Contract will constitute a dispute resolution process, an administrative claims process, or contractual term sufficient to affect the date on which the cause of action accrues.

Conflicts of Interest

Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Porterville City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Contract without liability, including any such commission, percentage, brokerage or contingent fee.

The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in a California court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

Section IV – Insurance and Indemnification

Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Porterville and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Porterville. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

Contractor’s Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this Section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase such additional insurance as they determined necessary.

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form

General Aggregate - \$1,000,000

Products – Completed Operations Aggregate - \$1,000,000

Personal and Advertising Injury - \$1,000,000

Fire Damage - \$1,000,000

Each Occurrence - \$1,000,000

The policy must name the City of Porterville as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Porterville as an additional insured.

City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

UM/UIM Per Person Limit \$1,000,000

UM/UIM Per Accident Limit \$1,000,000

- The policy must be endorsed to include the City of Porterville as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Porterville is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability: Statutory

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Porterville.
- This requirement does not apply when a contractor or subcontractor is exempt, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Property Insurance – Contractor’s Property and Equipment

Contractor must maintain all risk property insurance for Contractor’s personal property. The CITY will have no responsibility for any damage to Contractor’s personal property and Contractor’s property insurance must be endorsed to include a waiver of subrogation against the CITY.

Additional Insurance Requirements

Policies must include, or be endorsed to include, the following provisions:

- 1) On insurance policies where the City of Porterville is named as an additional insured, the City of Porterville must be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by Contract.
- 2) Contractor’s insurance coverage or self-insurance must be primary insurance and non-contributory with respect to all other available sources.
- 3) Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of the Contract.

Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Porterville.

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of California and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be mailed, emailed, or hand delivered to City of Porterville.

Section V - SCOPE OF WORK

The scope of work set forth in this Request for Proposals represents an outline of the goods and services which the CITY anticipates the successful Proposer to perform, and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of work to be incorporated into the General Services Agreement shall be negotiated between the City and the successful Proposer. **The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) in order to achieve the CITY's Project Objectives.**

The City is seeking turnkey proposals to remove existing charging stations at each City facility and install new charging station equipment. All charging station equipment shall include a five (5) year parts and labor warranty and shall include scheduled preventative maintenance per the specifications of the manufacturer.

General Specifications

SCE Charge Ready Transportation Approved Equipment

- All proposed EVSE equipment must be listed on the SCE approved product list (Rebate Eligible).
- SCE Product List

Connector Type

All charging connectors must meet applicable industry standards. Each DCFC charging port must be capable of charging any CCS-compliant vehicle and each DCFC charging port must have at least one permanently attached CCS Type 1 connector.

Each AC Level 2 charging port must have a permanently attached J1772 connector and must charge any J1772-compliant vehicle.

Power Level

Public DCFC charging ports must support output voltages between 250 volts DC and 920 volts DC. DCFCs must have a continuous power delivery rating of at least 150 kilowatt (kW) and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each charging port at a charging station. The DCFC charging stations may conduct power sharing so long as each charging port continues to meet an EV's request for power up to 150 kW.

Fleet DCFC charging ports must support output voltages between 600 volts DC and 920 volts DC. DCFCs must have a continuous power delivery rating of at least 50 kilowatt (kW) and supply power according to an EV's power delivery request up to 50 kW, simultaneously from each charging port at a charging station. The DCFC charging stations may conduct power sharing so long as each charging port continues to meet an EV's request for power up to 50 kW.

Each Public AC Level 2 charging port must have a continuous power delivery rating of at least 6 kW and the charging station must be capable of providing at least 6 kW per port simultaneously across all AC ports. AC Level 2 chargers may conduct power sharing and/or participate in smart

charge management programs so long as each charging port continues to meet an EV's demand for power up to 6 kW, unless the EV charging customer consents to accepting a lower power level.

Charger-to-EV Communication

Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. By February 28, 2024, charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.

Charger-to-Charger-Network Communication

1. Chargers must conform to Open Charge Point Protocol (OCPP) 2.0.1 or higher.
2. Chargers must communicate with a charging network via a secure communication method.
3. Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks.
4. Charging networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management.
5. Chargers and charging networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime.

Charging-Network-to-Charging-Network Communication

1. Charging networks must be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1.
2. A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks.

Network Switching Capability

Chargers must be designed to securely switch charging network providers without any changes to hardware.

Availability

City Public Charging stations must be available for use 24 hours per day, 7 days per week, year-round. This section does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs.

Disrupted Network Connectivity

Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level.

Minimum Uptime

Contractor must ensure that each charging port has an average annual uptime of greater than 97%.

A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level.

Charging port uptime must be calculated on a monthly basis for the previous twelve months.

Charging port uptime percentage must be calculated using the following equation:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

where:

μ = port uptime percentage,

T_{outage} = total minutes of outage in previous year, and

T_{excluded} = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters. Also excluded are hours outside of the identified hours of operation of the charging station.

Payment Methods

1. Provide for secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the EV charging customer with the option to initiate a charging session and submit payment;
2. Not require a membership for use;
3. Not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership; and
4. Provide access for users that are limited English proficient and accessibility for people with disabilities. Automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.

Equipment Certification

Chargers must be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory and that all AC Level 2 chargers are ENERGY STAR certified. DCFC and AC Level 2 chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.

Security

Chargers must provide cybersecurity features such as: user identity and access management; cryptographic agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and charging network is disrupted.

Qualified Technician

Workforce installing, maintaining, and operating chargers must have appropriate licenses, certifications, and training to ensure that the installation and maintenance of chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.

All electricians installing, operating, or maintaining charging stations must meet one of the following requirements:

1. Certification from the EVITP.
2. Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the Department of Labor in consultation with the Department of Transportation.

Customer Service

Charging stations must ensure that EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure. Charging station operators must enable access to accessible platforms that provide multilingual services, and must comply with the American with Disabilities Act of 1990 requirements and multilingual access when creating reporting mechanisms.

Customer Data Privacy

Charging station operators must collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of charging stations to the consumer. Chargers and charging networks should be compliant with appropriate Payment Card Industry Data Security

Standards (PCI DSS) for the processing, transmission, and storage of cardholder data. Charging Station Operators must also take reasonable measures to safeguard consumer data.

Communication of Price

1. The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.
2. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.
3. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

Third-Party Data Sharing

Contractor must ensure that the following data fields are made available, free of charge, to third-party software developers, via application programming interface:

- 1) Unique charging station name or identifier;
- 2) Address (street address, city, State, and zip code) of the property where the charging station is located;
- 3) Geographic coordinates in decimal degrees of exact charging station location;
- 4) Charging station operator name;
- 5) Charging network provider name;
- 6) Charging station status (operational, under construction, planned, or decommissioned);
- 7) Charging station access information:
 - a. Charging station access type (public or limited to commercial vehicles);
 - b. Charging station access days/times (hours of operation for the charging station);
- 8) Charging port information:
 - a. Number of charging ports;
 - b. Unique port identifier;
 - c. Connector types available by port;
 - d. Charging level by port (DCFC, AC Level 2, etc.);
 - e. Power delivery rating in kilowatts by port;
 - f. Accessibility by vehicle with trailer (pull-through stall) by port (yes/no);
 - g. Real-time status by port in terms defined by Open Charge Point Interface 2.2.1;
- 9) Pricing and payment information:
 - a. Pricing structure;
 - b. Real-time price to charge at each charging port, in terms defined by Open Charge Point Interface 2.2.1; and
 - c. Payment methods accepted at charging station.

Software Management

- Cloud based software
- 24/7 real time monitoring
- Load management tools
- Fleet management tools
- Retail sales management tools

Charging Station Sites

Centennial Plaza Parking Lot (36.071726861613335, -119.01542099130403)

- Remove the existing three (3) dual-port Chargepoint Level 2 (L2) charging stations and replace with three (3) dual-port new Level 2 charging stations.
- Charging Stations shall be configured for public and private fleets, and must comply with all applicable requirements.

Transit Center (61 W. Oak Ave., Porterville, CA 93257)

- Remove the existing two (2) Modular BTC Power HPCT-200 200kw DCFC's and replace with two (2) new Modular DCFC's.
- DCFC's shall be configured for public and private fleets, and must comply with all applicable requirements.
- DCFC output voltage shall be compatible with Heavy-Duty Transit Buses.

Corporation Yard (555 N. Prospect St., Porterville, CA 93257)

- Remove the existing ten (10) Modular BTC Power HPCT-200 200kw DCFC's and replace with ten (10) new Modular DCFC's.
- Remove the existing twelve (12) Stand Alone Tritium Veefil-RT 50kw DCFC's and replace with twelve (12) new Stand Alone DCFC's.
- Charging Stations shall be configured for private fleets and must comply with all applicable requirements.
- DCFC output voltage shall be compatible with Heavy-Duty Transit Buses.

Warranty

- Five (5) Year Parts and Labor

Maintenance

- Proposer is required to provide the required scheduled preventative maintenance throughout the five (5) year warranty period.

Certifications

- SCE Charge Ready Transport Approved Product and Approved Network Providers
- California Type Evaluation Program (CTEP)

- National Type Evaluation Program (NTEP)
- Buy America FTA

Proposal Format

Proposals should be clear, concise, and provide detailed information concerning the Proposer's ability to successfully perform the obligations as described in the Scope of Work. All Proposals shall include the following documentation in the proposal package:

1. Cover Letter
 - a. Cover letter shall introduce the Proposer and establish interest in providing a turnkey replacement of existing charging station equipment that meet the requirements of the City.
 - i. An individual duly authorized to commit resources on behalf of the Proposer must sign the letter.
2. Experience Statement
 - a. Indicate how many years of experience Proposer has in providing and the installation of L2 and DCFC equipment.
 - b. Indicate how many years of experience Proposer has in the preventative maintenance of L2 and DCFC equipment.
3. Describe procedures in place to provide assurances that charging stations will meet the needs of the intended use for the City.
4. Provide a list of at least three (3) references, current or past customers; including company name, address, contact name, phone number, current email address that have purchased units similar to the City's request.
5. Provide a contract price proposal
6. Provide an estimated project schedule
7. Complete and submit all required forms

Section VI – Federal Transit Administration (FTA) Terms and Conditions

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the City of Porterville (FTA recipient) that is entering the Contract with Contractor.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. NOTIFICATION TO FTA.

[These requirements apply to all contracts and subcontracts in excess of \$25,000.]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in

addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY,

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, and SITES

- A. **Record Retention.** Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information, including such records and information the AGENCY or Contractor may regard as confidential or proprietary related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the

5. FEDERAL CHANGES

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Porterville and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: **(a)** the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; **(c)** Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; **(d)** federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and **(e)** FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
5. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
6. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note).
7. Access for Elderly Individuals and Individuals with Disabilities. Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

7. INCORPORATION OF FTA TERMS

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

9. FEDERAL TERMINATION RIGHTS

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION

[This requirement does not apply to contracts and subcontracts under \$25,000.]

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- D. Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 CFR 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by USDOT regulations (2 C.F.R. Part 1200).

11. TERMINATION

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

12. VIOLATION & BREACH OF CONTRACT

[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.
- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall

continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an California Court of competent jurisdiction.

- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS

[These requirements do not apply to contracts and subcontracts under \$100,000.]

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)

[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]

- A. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381);
- B. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-

loading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the AGENCY (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA

[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143, requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS

A. Prevailing Wage & Anti-Kickback

[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall 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.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is 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.

B. Contract Work Hours/Safety Standards for Awards Involving Construction

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, 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 be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. SEISMIC SAFETY

[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

18. VETERANS EMPLOYMENT

[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. BONDING

[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

acceptance of the bid, execute such contractual documents as may be required within the time specified.

- B. A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** To the extent that FTA determines that this Contract or any Amendments thereto involve public transportation operations financed in whole or in part with Federal assistance, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL Letter. The requirements of this subsection (A), however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- B. **Special Warranty.** If the Contract involves public transportation operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- C. **Special Arrangements.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the

employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL Letter.

- D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. CHARTER SERVICE

[These requirements apply to contracts for operating public transportation service.]

- A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: (1) federal transit laws, specifically 49 U.S.C. § 5323(d); (2) FTA regulations, "Charter Service," 49 CFR part 604; (3) any other federal Charter Service regulations; or (4) Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or (3) any other appropriate remedy that may apply.
- C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS

[These requirements apply to contracts for operating public transportation service.]

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: (A) federal transit laws, specifically 49 U.S.C. § 5323(f); (B) FTA regulations, "School Bus Operations," 49 CFR part 605; (C) any other Federal School Bus regulations; or (D) federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require

Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY

[These requirements apply to contracts for operating bus operation service.]

- A. **Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (2) provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements.** Contractor shall comply with: (1) safety requirements of U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver's License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.
- B. **Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. **Definitions.** As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING)

[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]

- A. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary

- to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Porterville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Porterville Transportation Department, 291 N. Main St. Porterville, CA 93257. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
 - C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

27. BUY AMERICA

[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]

- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.
- C. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184 shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

28. PROHIBITED TELECOMMUNICATIONS & SURVEILLANCE SERVICES & EQUIPMENT

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. AIR POLLUTION & FUEL ECONOMY

[These requirements apply to contracts for the purchase of rolling stock.]

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING

[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

2. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.
3. Environmental Justice. Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental

Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

4. **Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
5. **Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
6. **Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
7. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

[These requirements do not apply to contracts and subcontracts under \$150,000.]

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

35. ENERGY CONSERVATION

Contractor shall comply with 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 (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES)

[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R. part 247 for federal designation of items.]

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA

[These requirements apply to contracts for the performance of experimental, developmental, or research work.]

- A. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an

academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”: (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D. Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by

the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

[These requirements apply only to contracts for National Intelligent Transportation System projects.]

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

39. NTD REPORTING

As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; (D) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: (1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

40. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

41. PRIVACY ACT

Contractor agrees to: (A) comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.

§ 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and (B) include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

42. SECTION 508 COMPLIANCE

Any reports or information that will be provided to DOT or any other Federal agency must comply with Section 508 of the Rehabilitation Act of 1973.

43. DBE REQUIREMENTS

The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Porterville DBE Program is managed and administered by the City's Transportation Department. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

A. General Requirements

1. **Applicable Federal Regulations.** This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, Joint Venture, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.
2. **DBE Participation.** For this solicitation, the Agency *has not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency encourages each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

3. **Small Business Participation.** The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).
4. **DBE Certification.** Only firms (1) certified by the Agency or another CAUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from race- and gender-neutral (RGN) measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.
5. **Civil Rights Assurances.** As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance verbatim:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Porterville deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.”

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the “contractor” awarded the contract.

6. **Subcontracts.** If subcontracts will be let under this Contract, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☐ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☐ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☐ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Porterville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Porterville or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form G

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit B – Sample General Services Agreement

CITY OF PORTERVILLE GENERAL SERVICES AGREEMENT WITH *[insert full name of Contractor and Project Name and/or number]*

This General Services Agreement (Agreement) is entered into between the City of Porterville, a municipal corporation (**City**), and _____ [complete name of legal business entity], a _____ [business status, such as a California corporation] (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Contractor to complete a XXXXXXXXXX Project (Project); and
- B. On XXXXXXXX, the City issued a Request for Proposals (RFP) for the XXXXXXXXXX (Project). On XXXXXXXX, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the goods and services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____-2024 approved by the Porterville City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall provide the goods and services required to complete the Project, described in Exhibit “A” attached hereto and incorporated herein by reference. The goods and services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: _____. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractor or subcontractor, without City’s prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all

requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1. Term. The Term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor on a lump sum basis, at the billing rate set forth in Exhibit “C”, attached hereto and incorporated herein by this reference for goods and services performed under this Agreement.

3.1. Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$_____. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Porterville’s appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2. Invoices. Contractor shall submit monthly invoice(s) to the City that describe the goods and services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

3.3. Payment. Subject to the City acceptance of the Services as discussed in Exhibit A attached hereto and completion of the Project to the City’s satisfaction, within 30 days after the City’s receipt of invoice(s), City shall make payment to the Contractor based upon the services described on the invoice(s).

3.4. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor’s services. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subcontractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Contractor, its employees, subcontractors, agents and subcontractors.

3.5. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor’s obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the

performance of Contractor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

- 4. Indemnification.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In the event there is a finding and/or determination that Contractor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Contractor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

- 1. Insurance.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representative, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

- 1.1. Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 1.2. Automobile Liability** (with coverage at least as broad as ISO CA 00 01 07 097, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 1.3. Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 1.4. Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.
- 1.5. Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 1.5.1.** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 1.5.2.** For any claims related to this Agreement, Contractor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.
- 1.6. Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.
- 1.7. Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 1.8. Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 1.9. Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 1.10. Contractor’s Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

2. **Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services in Contractor's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
3. **Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:
 - 3.1. Each Party shall designate a senior management or executive level representative to negotiate the dispute.
 - 3.2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority,
 - 3.3. If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 3.4. The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 3.5. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 3.6. The dispute resolution process is a material condition of this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
4. **Labor Code Compliance.** Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

5. **Rates.** These prevailing wage rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.
6. **Registration with DIR.** Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5
7. **Monitoring.** This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.
8. **Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.
9. **Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.
10. **Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
11. **Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
12. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after

the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Porterville
Transportation Department
291 N. Main Street
Porterville, CA 93257

To Contractor

13. Miscellaneous

13.1. Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2. Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

13.4. Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will void. City's consent to one assignment, transfer or delegation shall not be deemed to be consent to any subsequent assignment, transfer or delegation.

13.5. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Tulare.

13.6. Compliance with Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1. Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

13.6.2. Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, color, national origin,

handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.)

- 13.7. Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 13.8. Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Porterville Business License. Contractor shall maintain an active City of Porterville Business License during the term of this Agreement.
- 13.9. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 13.10. Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 13.11. Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 13.12. Controlling Provisions.** In the case of any conflict between the terms of this Agreement and Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.
- 13.13. Entire Agreement.** This Agreement and the Attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.
- 13.14. Counterparts.** City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 13.15. Expenses for Enforcement.** Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

The Parties agree to the full performance of these terms set forth here.

City of Porterville
291 N. Main Street
Porterville, CA 93257

Contractor

By: Martha A. Flores

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Signature: _____

Attest:

Patrice Hildreth, City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No.XXX XXXXXXXXXXXXX
- B. Contractor Proposal
- C. Compensation



**CITY OF PORTERVILLE
CONTRACT ADDENDUM**

PROJECT TITLE: Charging Station Replacement
RFP NO: RFP # 24/25-SR1980
ADDENDUM NO: 1
ISSUED: October 14, 2024

TO ALL BIDDERS,

Notice is hereby given that certain sections contained in the above referenced Contract Documents are amended, clarified, and/or deleted and are identified as Addendum No. 1 and attached hereto.

THEREFORE: All Bidders are required to note this Addendum No. 1, and all other Addendums, in the Acknowledgement of Addenda Page to be considered a responsible, responsive bidder.

Sincerely,
Richard Tree
Director of Transportation

Attachment

Attachment

PROPOSALS will be received by the Transportation Department, submitted through the Public Purchase website, until 2:00 P.M. on Tuesday, September 24, 2024, for the Contract to provide low carbon fuel standard (LCFS) services. **Proposals must be submitted through the Public Purchase website.**

A **mandatory site visit is REQUIRED** in order to be familiar with the site and the work to be performed. To examine the site, please contact the Director of Transportation, Richard Tree at (559) 782-7514 or rtree@ci.porterville.ca.us.

All other terms and conditions remain unchanged.

END OF ADDENDUM No. 1

/s/ Richard Tree
Transportation Director

Note: This Addendum must be acknowledged in the Acknowledgement of Addenda page to be considered a Responsive bid.



**CITY OF PORTERVILLE
CONTRACT ADDENDUM**

PROJECT TITLE: Charging Station Replacement

RFP NO: RFP # 24/25-SR1980

ADDENDUM NO: 2

ISSUED: September 12, 2024

TO ALL BIDDERS,

Notice is hereby given that certain sections contained in the above referenced Contract Documents are amended, clarified, and/or deleted and are identified as Addendum No. 2 and attached hereto.

THEREFORE: All Bidders are required to note this Addendum No. 2, and all other Addendums, in the Acknowledgement of Addenda Page to be considered a responsible, responsive bidder.

Sincerely,
Richard Tree
Director of Transportation

Attachment

Attachment

Question & Answers

1. What is the overbudget for this project?

- a. The cost of this project will be based on what the selected proposer submits and approved by the City Council upon award of the contract. One of the evaluation criteria will be the proposer's cost for the scope of work. It is the City's experience that when listing a specific budget amount, all proposers submit that amount as their price.

2. Regarding the contract price proposal, please confirm there is no specific budget form from the City to use within the proposal.

- a. Proposers shall submit a detailed price proposal that clearly identifies and itemizes each cost component by line item. The price proposal should include all expenses associated with the project, ensuring that each line item is individually listed with corresponding costs. This detailed breakdown is essential for a transparent and thorough evaluation of all proposals.

3. Does the City desire to own and operate the chargers? Or do they desire for the proposed vendor to own, operate, and maintain the chargers?

- a. The City desires to own and operate the chargers. Proposers shall provide replacement charging station equipment, and include parts and labor for a five year period.

4. Are all existing chargers dual port (Level 2 and DCFC)? If not, can the City please identify which site(s) and what quantity are single port?

- a. Centennial Plaza Site – 3 Dual-Port Level 2. Transit Center – 2 Single-Port DCFC. Corporation Yard – 22 Single-Port DCFC.

5. Can the City please provide more information on the type of buses currently in use? What is their average idle time? And are buses typically charged overnight, during the day or both?

- a. Currently, the City has a fleet of 13 heavy-duty battery-electric transit buses and 14 medium-duty shuttle vans. All charging stations must be available 24/7 and daily charging times vary.

6. Are varying charger configurations, outside of existing infrastructure, allowed in this proposal? For example, for the purpose of cost benefits and similar minimal

downtime, can a lower kW DCFC be offered? And can a dual port DCFC be provided in replacement of a single port?

- a. The scope of work specifies that the public charging stations must be at least 150 kW and the fleet charging stations must be at least 50 kW. Single port configuration is preferred for DCFC's, however that is not required.
- 7. The City requests changing out the twelve (12) Stand Alone Tritium Veefil-RT 50kw DCFC's and replace with twelve (12) new Stand Alone DCFC's. What size is the conduit for these chargers and would the City accept 6 dual port chargers instead.**
 - a. 4" conduit. The City prefers twelve (12) single port rather than six (6) dual port.
- 8. In regards to the ISO 15118 requirements, can you please confirm ISO 15118-20 is not required at this time but should be capable of implementation at a later date? Since most OEMs currently do not officially support it in field we would like to know if Porterville considers this a hard requirement.**
 - a. Charging stations shall be capable of ISO 15118 at a later date.
- 9. Will an ABB Terra 184 be considered comparable to the Modular BTC Power HPCT-200 200kW DCFCs?**
 - a. Yes
- 10. For the Modular BTC unit - can we supply a standalone 180kW unit with dual plugs and simultaneous charge capability?**
 - a. Single port configuration is preferred due to the site layout for charging heavy-duty transit buses.
- 11. Does buy America apply to hardware, chargers, or to the cx materials?**
 - a. Yes, this project is federally funded. Therefore, Buy America and Build America requirements are required.
- 12. Can you provide us with one lines if possible?**
 - a. Yes, single-line diagrams will be uploaded to the Public Purchase website.
- 13. Can you confirm existing breaker size for I2 and I3 chargers currently installed?**
 - a. 200kw EVSE – 300 amp, 50kw EVSE – 100 amp, Level 2 – 40 amp.
- 14. Can you move the bid deadline to at least 10 days after the site walk through so we can come up with pricing?**

- a. Adequate time has been provided to schedule a site visit prior to the deadline to submit questions. At this time no adjustments to the schedule will be made.

15. Would Terra ABB 54s be considered comparable to the Stand Alone Tritium Veefil-RT 50kW DCFCs?

- a. Yes

All other terms and conditions remain unchanged.

END OF ADDENDUM No. 2

/s/ Richard Tree
Transportation Director

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**CITY OF PORTERVILLE
CONTRACT ADDENDUM**

PROJECT TITLE: Charging Station Replacement

RFP NO: RFP # 24/25-SR1980

ADDENDUM NO: 3

ISSUED: September 13, 2024

TO ALL BIDDERS,

Notice is hereby given that certain sections contained in the above referenced Contract Documents are amended, clarified, and/or deleted and are identified as Addendum No. 3 and attached hereto.

THEREFORE: All Bidders are required to note this Addendum No. 3, and all other Addendums, in the Acknowledgement of Addenda Page to be considered a responsible, responsive bidder.

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Director of Transportation

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Question & Answers

1. Are there permits required for installation?

- a. No permits are required if the Proposal is to replace the dispenser's only.

2. Is a disposal cost required within this bid and to be included in our pricing proposal? If it is required, do you expect the disposal cost as part of the performance bond?

- a. Disposal is required and shall be included in your line-item pricing sheet. A performance bond for 100 percent (100%) of the awarded contract price will be required.

3. Is wire transfer permissible for the 5% bid bond? If not, who does the certified check need to be addressed to?

- a. No bid bond. A performance bond for 100% of the awarded contract price will be required once the award is made by the City Council.

4. How long is the timeframe that the City will hold the performance and bid bond? And will that timeframe be for the construction period only, or for the entirety of the contract?

- a. No bid bond. A performance bond shall be for the entirety of the contract.

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All other terms and conditions remain unchanged.

END OF ADDENDUM No. 3

/s/ Richard Tree
Transportation Director

City of Porterville
RFP 24/25-SR1980
Addendum No. 3

- 3 -
09/13/2024

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**CITY OF PORTERVILLE
CONTRACT ADDENDUM**

PROJECT TITLE: Charging Station Replacement
RFP NO: RFP # 24/25-SR1980
ADDENDUM NO: 1
ISSUED: October 14, 2024

TO ALL BIDDERS,

Notice is hereby given that certain sections contained in the above referenced Contract Documents are amended, clarified, and/or deleted and are identified as Addendum No. 1 and attached hereto.

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CONTRACT ADDENDUM**

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Transportation Director

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**CITY OF PORTERVILLE
CONTRACT ADDENDUM**

PROJECT TITLE: Charging Station Replacement

RFP NO: RFP # 24/25-SR1980

ADDENDUM NO: 3

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/s/ Richard Tree
Transportation Director

City of Porterville
RFP 24/25-SR1980
Addendum No. 3

- 3 -
09/13/2024

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City of Porterville



RFQ for Public Charging Infrastructure

Proposal Submitted
by Blink Network, LLC

September 24, 2024



Nihusa Dias | *Government Contract Manager*
ndias@blinkcharging.com
305-497-4440

Aaron Muellerleile | *Territory Sales Manager*
amuellerleile@blinkcharging.com

1. Cover Letter a. Cover letter shall introduce the Proposer and establish interest in providing a turnkey replacement of existing charging station equipment that meet the requirements of the City. i. An individual duly authorized to commit resources on behalf of the Proposer must sign the letter.

Dear Porterville Transit Authority Representatives,

Blink Network, LLC (Blink Charging) is pleased to submit its response to City of Porterville's RFP for Charging Station Replacement. Blink commends City of Porterville's Transit Authority for addressing sustainability as a high priority through their transportation initiatives with EV buses and release of this solicitation. Green and affordable solutions are vital to prospering businesses, schools, and communities, and Blink proudly works toward similar goals and outcomes with its products and services. For the past 16 years, Blink has been an electric vehicle charging company dedicated to slowing climate change by reducing greenhouse gas emissions caused by gas-powered transportation. We have thousands of EV chargers deployed across the globe in transit/destination locations, including airports, healthcare/medical institutions, hotels, schools, municipal agencies, multifamily residential, religious institutions, retailers, and much more. Blink's vertical integration creates unparalleled opportunities for Blink to control its supply chain and accelerate its go-to-market speed while reducing operating costs. Complete Blink vertical integration includes research and development, manufacturing, EV charger deployment and installation, charger ownership, operations and maintenance, and finally, the Blink Network providing 24/7/365 customer service and support.

The following proposal reflects Blink's approach to a rip and replace project. Blink Charging will administer a Level 2 and Level 3 public charging infrastructure solution which includes our charging software and maintenance for the duration of this contract, suitable for transit fleet and public charging. In this proposal there will be evidence of our qualifications as an EVSE vendor, product specifications, and pricing quotes for equipment and installation.

Please accept this letter as an indication of Blink's commitment to provide EV solutions for Porterville. We appreciate the opportunity to submit our information and background, and we look forward to answering any further questions you may have.

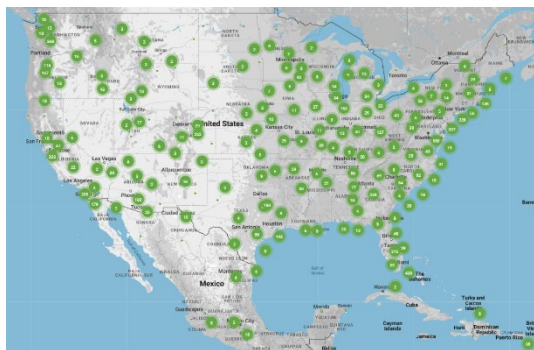
Jim Nemec

Chief Revenue Officer

[Jnemec@blinkcharging.com](mailto:jnemec@blinkcharging.com)

Blink Network Proposal

2. Experience Statement a. Indicate how many years of experience Proposer has in providing and the installation of L2 and DCFC equipment.



Blink is the third largest charging network in the US and holds 15 years of experience in the EVSE industry. More unique to the industry, we are a vertically integrated company EVSE leader, which means Blink designs, manufactures, sells, deploys, owns, operates, and maintains a large deployment of EV charging stations. Our recent global expansion includes seven offices in five countries with over 700 employees

worldwide.

Blink chargers are found in numerous locations, including airports, retail, healthcare facilities, multifamily residential communities, parks and recreation areas, transportation hubs, and more. Blink provides a diverse product line-up that boasts the most advanced equipment in the industry. We offer a wide range of reliable and efficient, innovative charging solutions and business models for every situation, including commercial fleet vehicles. Our chargers surpass market performance measures, delivering faster charge times and more miles gained per hour. Beyond Blink's industry-leading equipment and comprehensive network of public charging stations lies a mission to slow climate change by reducing greenhouse gas emissions caused by transportation. We've deployed, contracted, or sold over 4,000 chargers in Q2 2024 alone, and Blink can manufacture up to 3,000 units per month on average. Our robust charging software, the Blink Network, is reliable, accessible, and easy to manage.

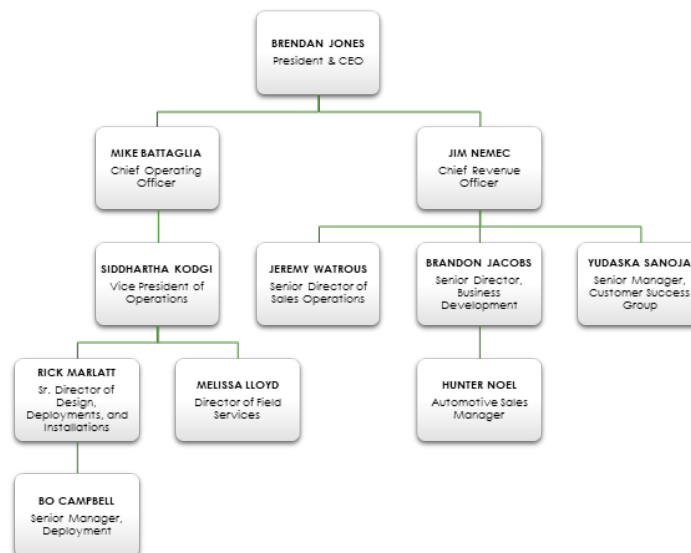
Blink's deployment team has years of experience rolling out large-scale EVSE projects throughout the United States and globally. Our success in installations is due to strong connections with our vendors who are vetted, EVITP-certified, and trusted to handle every task. The contractors we work with provide industry-leading quality of work and professionalism, and they hold years of installation experience. For this project, we are partnering with a small minority owned business local to California.

Due to the continued volatility in the world's supply chain, Blink relies on its industry connections with suppliers that can prioritize obtaining equipment within the scope of service timelines. We will work with our partners to ensure best pricing for all services outlined in this RFP. The Blink team has a proven record of accomplishment in managing stakeholders' communication, objectives, and expectations to complete projects no matter the size. Blink's deployment manager ensures all subcontractors have all necessary certifications/licensures to complete the projects following local, state, and federal regulations.

In all projects, Blink provides transparency and process support from inception to installation. Blink offers industry leading equipment, low or no up-front costs, revenue sharing opportunities, real-time charger tracking, 24/7 support, and more.

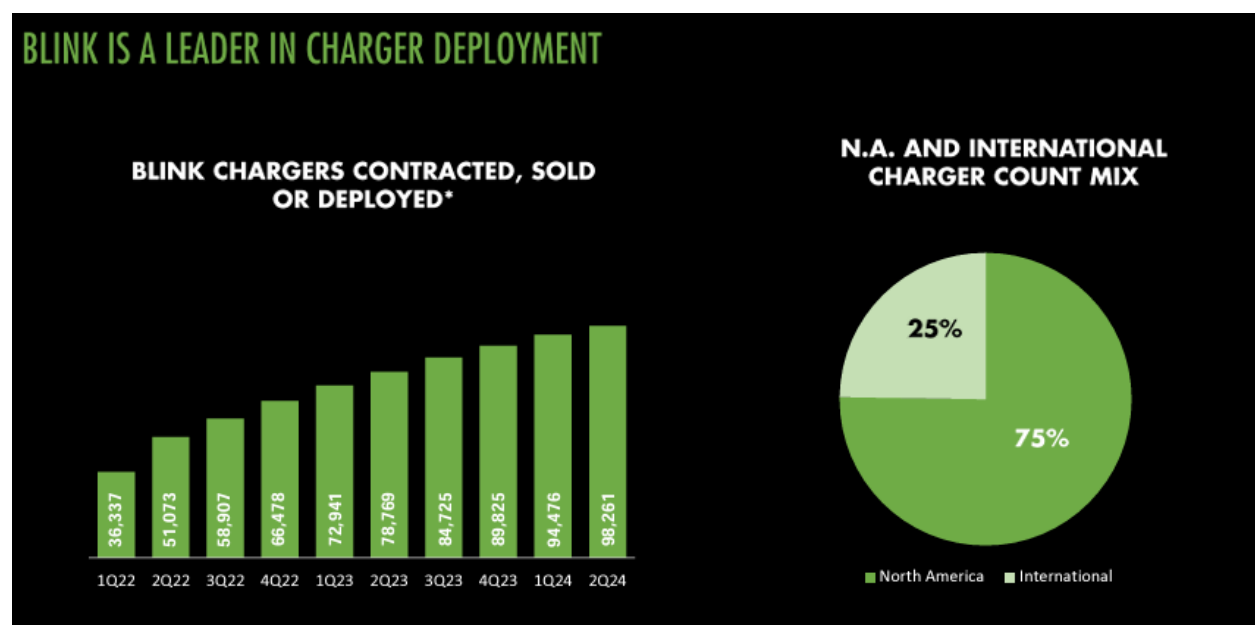


Blink Staffing



Blink's project team exhibits an impressive ability to seamlessly manage multiple projects concurrently, demonstrating a remarkable balance between efficiency and meticulous attention to detail. Our adept project management skills enable them to navigate the complexities of various initiatives without compromising the quality of their work. This team's capacity to juggle multiple tasks concurrently speaks to their organizational prowess and commitment to delivering excellence across the board. By maintaining a keen focus on each project's unique requirements while efficiently allocating resources, Blink's project team exemplifies a dedication to achieving high standards without sacrificing attention to detail. Bolstered by a large and highly qualified team, Blink ensures that its key personnel are surrounded by dedicated individuals who bring diverse expertise to the table. This collaborative synergy enables seamless coordination and execution of tasks, fostering an environment where the collective capabilities of the team amplify the impact of the key personnel's leadership.

b. Indicate how many years of experience Proposer has in the preventative maintenance of L2 and DCFC equipment.



Since establishment in 2008, Blink continues to maintain strong global relationships with our shareholders, partners, customers, and employees. We are a financially sound company, with revenue streams that include hardware and software sales, station utilization, grant and rebate programs, financial reserves, and assessing and managing risks, all while strategically managing overhead costs. Blink has the financial stability necessary to support a large project scale and scope for City of Porterville and its constituents. We can provide adequate supplies, labor, and equipment needed to satisfy various timelines and phases as needed.



Blink Project Highlights

- Blink currently services numerous corporate EV charging programs. Just a few examples include USPS, Pepsi Co, CBRE, and Sony Pictures.
- Blink was one of three companies awarded the USPS EVSE System Hardware, Energy Management and Communication Software Equipment IDIQ contract for their Next Generation Delivery Vehicles. Blink was awarded a Phase One contract for 4,900 of our single head, dual-plug Series 7 charging stations with 48A and 80A options. Blink successfully passed a First Article Test (FAT) proving that our stations and networking software meet the requirements in the statement of work as proposed. Blink has fulfilled our obligation for Phase One by delivering 4,900 complete charging stations in a 12-month period.
- For Pepsi Co, Blink provides fleet depot charging solutions for Level 2 and DCFC hardware following a last mile and mid mile delivery application. Currently, 3 depots are complete and active as of 2024, while approximately a dozen more depots are in development.
- We've also been in a 5-year relationship with Coldwell Banker Richard Ellis (CBRE) where Blink Level 2 chargers were deployed at over 300 CBRE owned or managed commercial properties.
- Finally, Blink has an active partnership with Sony Pictures, EVSE deployments occurring at their Los Angeles and Culver City locations. Many Blink chargers are used for private employee charging.

Maintenance



Blink offers an optional preventative maintenance program called "Blink Care" for best-in-class warranty with immediate replacement, and 24/7/365 host and driver support. Blink prioritizes your satisfaction as much as we do the smooth operations of your stations in the market. Our commitment to customer service means we are dedicated to supporting owners like you to ensure your stations consistently deliver reliable charging.

Our Blink Care Programs are designed to help minimize service interruptions and provide peace of mind for you as a station owner. Adding Blink Care onto existing Blink warranty programs ensures comprehensive support tailored to your needs.

To ensure customer satisfaction targets are being met, Blink follows standard operational practices for quality management. In addition to the world-class QA/QC program surrounding the manufacturing of our chargers, Blink performs its own stringent quality assurance testing prior to shipping units to a host location. This ensures that our hosts get the best quality hardware in the industry. Additionally, Blink provides dedicated account managers for quarterly business reviews

with site hosts, a preventative maintenance program called Blink Care for best-in-class warranty with timely replacement, and 24/7/365 host and driver support. As a Tier 1 Account, City of Porterville will receive an exclusive Account Manager and Sales Manager to be their main contacts for any concerns with their chargers or EV drivers. Discussions on project status and potential future developments will be organized quarterly. Blink's Network Operations Center (NOC) based out of Tempe, AZ provides 24/7/365 technical and customer support and remote monitoring and troubleshooting of stations. Blink provides superior and efficient customer service through every step of the EV solution process, from onboarding to commissioning, to account management, to NOC related support and maintenance requests. Blink's Customer Support is also available for station hosts and EV drivers at (888) 998-2546 or by emailing support@blinkcharging.com. It serves as a single point of contact for membership questions, station issues, and other queries. Customer Support is available 24 hours a day, 7 seven days a week, 365 days a year. Approximately 90% of issues can be diagnosed and fixed remotely

All station issues/requests are tracked internally via ZenDesk, Salesforce, and NetSuite. All initial requests come to Customer Services, are recorded in ZenDesk, and review and confirm the appropriate next steps. Depending upon the type of issue, a Salesforce case is created and sent to either Network Operations Center (NOC) for technical issues or to Field Services for repair/replacement of the station. Once the resolution is found the appropriate group (Customer Services, NOC, Field Services) will contact the client with a timeline to resolution. Our Customer Support Team provides 24/7 coverage and is available to clients both by a 1-800 number and e-mail.

- All incoming requests are tracked within our ticketing system, ZenDesk
- Our goal is to answer 97% of all incoming calls, and to respond to all inquiries within 24 hours of receipt.
- Our goal is to answer every call within 12 seconds.
- Most issues will be resolved within the initial touch/communication, but for other issues that must be escalated (i.e. more technical issues), a specific timeline will be provided on the next follow-up
- Department leaders evaluate KPIs on a daily/weekly/monthly basis to assure adherence to standards and proactively identify the need for additional staffing, and to adjust schedules to accommodate high-volume hours for both calls and ticket.



Level 2 – BLINK CARE PROGRAM BENEFITS	Level 3 – BLINK CARE PROGRAM BENEFITS
• Detailing of equipment - cleaning of the screen, cables, and cable management system. • Inspection of RFID card reader for any malfunctions. • Testing of the equipment via plug-in simulator or electric vehicle. • Visual inspection and documentation for any damage on the equipment, including scratches and nicks. • Full visit report, including complete service checklist and photographs of equipment before and after service.	• Same as for Program Benefits for Level 2 • Preventative Maintenance to include: • Inspection of filters and coolants and replacement as needed. • Inspection of cabinets for optimal operations.

3. Describe procedures in place to provide assurances that charging stations will meet the needs of the intended use for the City.

Blink’s deployment team has years of experience rolling out large-scale EVSE projects throughout the United States and globally. These projects include the swift and efficient coordination of local permitting, overseeing construction, and completing hardware installation. Our success in installations is due to strong connections with our vendors, who are vetted and trusted to handle every installation task. The Blink team has a proven record of accomplishment in managing stakeholders’ communication, objectives, and expectations to complete projects no matter the size. Blink’s Deployment Manager ensures all subcontractors have all necessary certifications/licensures to complete the projects following local, state, and federal regulations. The Deployment Manager will also oversee completing any permitting that is required.

Blink meets all specific hardware requirements listed in the RFP. Our team was at the onsite meeting and our installation pricing meets the specifications of the project. Please see the listed pricing for these units in Section 5.

ADVANCED PRODUCT SUITE

Commercial			Residential	DCFC	
					
Series 8 Flexible EV charging solution with digital app wallet and credit card payment options for public and retail locations.			HQ 200 & EV Driver Mobile App The HQ 200 residential charger address the 10+ million home charging market	30kW DC Fast A lightweight and practical design with optimal power	
Series 7 Flexible EV charging solution for commercial spaces.				50kW Wall DC Fast Powerful DC fast charging in an efficient, compact, and lightweight design	
					
IQ 200 Level 2 Charging 80 amps of output – fastest Level 2 AC chargers			PQ 100 Plug&Play portable charger for indoor and outdoor applications	DC Fast 60-360kW All-in-one design with a compact footprint and cost-saving redundancy power models	
MQ 200 Fleet and multi-unit charger delivering 50 amps of output				240kW Dual DCFCTM New silicon carbide technology featuring both CCS and NACS connectors	
EQ 200 Intelligent, affordable and scalable charging solution that includes vehicle-to-grid functionality					

Products for City of Porterville

Series 8

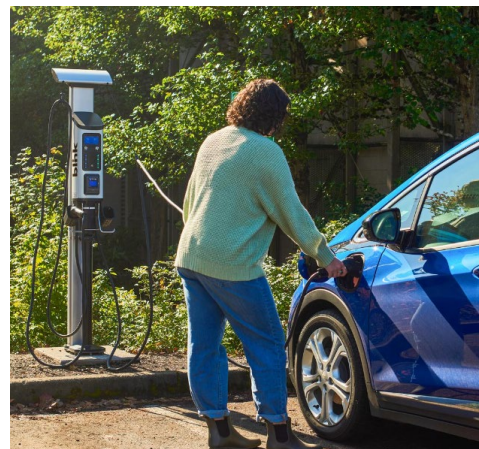
The Buy America Build America (BABA) compliant Series 8 Plus smart charging station is designed for commercial applications where drivers are likely to pay with a credit card, making it perfect for commercial settings including shopping malls, hospitals, municipal parking, and retail locations.

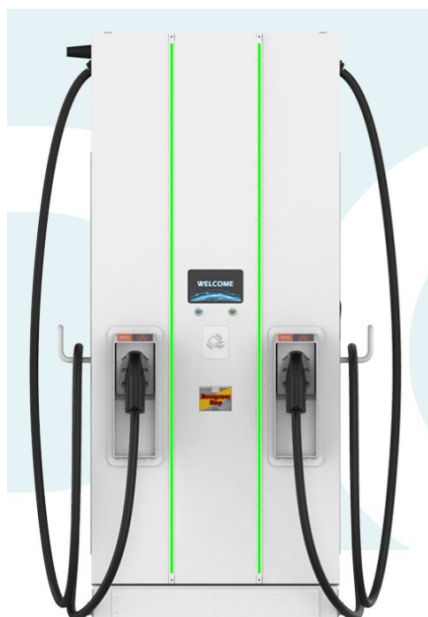
LEVEL 2

Series 8

Intuitive charger offers added connectivity options, adjustable power, and a sleek, compact mounting design.

- ✓ Configurable up to 80A Max per port
- ✓ Payments via Google Pay, Apple Pay, RFID Cards, all major credit cards, and Tap to Pay
- ✓ Illuminated 4.3-inch high resolution LCD screen
- ✓ Dual-port design for two vehicles to charge simultaneously
- ✓ Data communication via built-in 4G LTE
- ✓ Rugged aluminum enclosure with wall or pedestal mounting options





Zerova 60kW and 180kW

The Buy America Compliant charging solution offers various connectivity options, including compliance with ISO15118 for Plug & Charge functionality, and supports both networked and standalone operation. It is multi-standard, accommodating NACS, CCS, CHAdeMO, and GB/T, with the capability for simultaneous dual DC charging. Customization features include optional cable management, and a power range from 60KW to 180KW. The advanced user interface features a 7-inch LCD screen with user authentication and support for Pantograph Charging, providing a modern and user-friendly experience.

Please see Attachment A- Product Specification

4. Provide a list of at least three (3) references, current or past customers; including company name, address, contact name, phone number, current email address that have purchased units like the City's request.

BLINK REFERENCES	SYSTEMS INSTALLED
1. City of Fontana Errol M. Glenn Errol.Glenn@fUSD.net Phone: (909)357-7500	DCFC
2. City of Baltimore Nicholas Hirsch nicholas.hirsch@baltimorecity.gov Phone: (443)-604-4877	Level 2 and DCFC Chargers
3. City of Walnut Creek Karlan Larson klarson@walnut-creek.org Phone: (925) 943-5899, ext. 2443	Series 7 (4) and Series 8 (5)

5. Provide a contract price proposal

Our pricing is indicative of the regulations and stipulations set forth in the RFP, including Buy America, Prevailing Wage and removal/recycling of current product. Should any requirements change, our pricing can be adjusted.

Product (\$1,194,139.40)

Quantity	Hardware	Hardware Cost	Pedestal	CMS	Network Public (5 year Bundle)	Fleet Network (5 year Bundle)	Warranty (5 Year Bundle)	Blink Cares (5 Year Bundle)	Total Cost
3	Series 8 Enhanced	\$ 5,500	\$ 290	\$ 599	\$ 1,382	\$ -	\$ 1,944	\$ 2,696	\$ 23,410.90
2	180 KW BAA Zerova	\$ 87,499			\$ 3,888	\$ -	\$ 9,441	\$ 6,296	\$ 194,622.50
5	180 KW BAA Zerova	\$ 87,499			\$ -	\$ 1,944	\$ 9,441	\$ 6,296	\$ 453,231.50
12	60 KW BAA Zerova	\$ 41,999			\$ -	\$ 1,944	\$ 12,591	\$ 6,296	\$ 522,874.50
									\$ 1,194,139.40

Installation (\$414,286.08)

Total Project Cost: \$1,608,425.48



555 N. Prospect-

The site currently has ten (10) BTC 200KW single port DCFC's and twelve (12) 50KW Tritium Single Port DCFC's. The current Charger models do not require a neutral and the electronics are powered by a separate 120V circuit. However the new generation of DCFC's are now designed to have the neutral installed to supply power to the onboard electronics and power modules.

We will install a total of five (5) 180KW dual port DCFC's in lieu of the ten (10) single port 200KW BTC DCFC's.

We will remove and replace the twelve (12) Tritium 50KW DCFC's with twelve (12) Zerova 60KW DCFC's add neutral wire.

We will need to remove the existing wire from the conduit and reinstall wire with the addition of the neutral to each newly installed DCFC.

Transit Center- Remove two (2) BTC DCFC's and power cabinets Install two (2) 180KW Zerova DCFC's remove wire and reinstall with the addition of neutral wire.

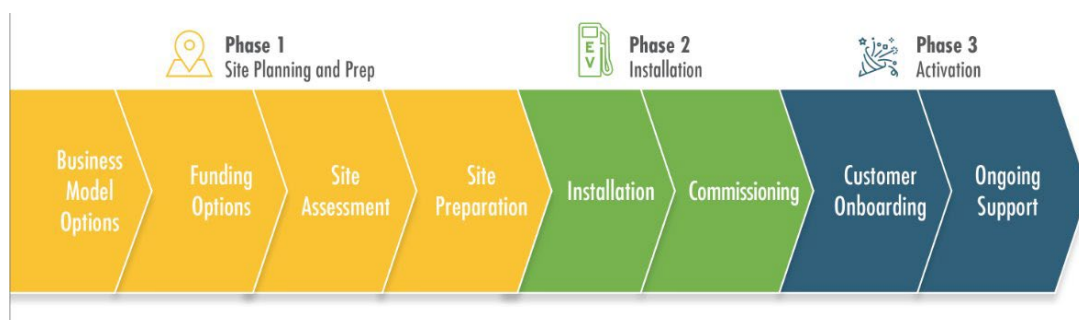
Public Parking lot- Remove three (3) Chargepoint L2 dual port chargers. Install three (3) series 8 dual Port L2 chargers.

The estimated time for completion is four weeks from date of mobilization.

Decommissioning of existing equipment
Decommissioning
Disposal Fees

Charger installation
Installation of 180KW and 60KW DCFC
Installation of Series 8 L2 Chargers
Installation of neutral wire
Labor for installation of Neutral wire
Equipment rental
Concrete repair
Overhead, coordination and admin

6. Provide an estimated project schedule



We expect a 4–6-month project completion upon contract signing.

7. Complete and submit all required forms

Please see Attachment B- Forms



Thank you for considering Blink as a provider for EV charging infrastructure in the City of Porterville. We look forward to being the EVSE provider for public charging needs of City of Porterville.

Attachment A- Specification Sheets

Series 8 EV Charging Station



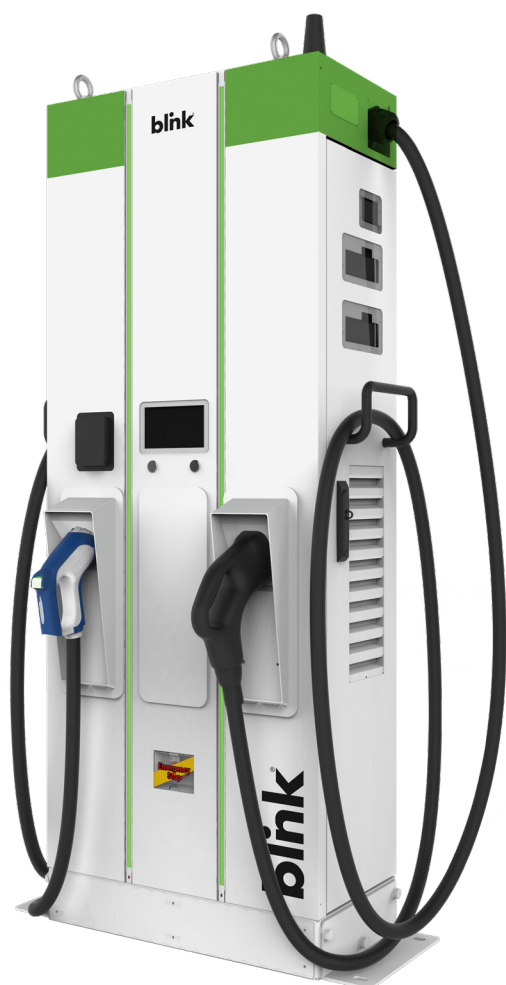
48 A	
ELECTRICAL SPECIFICATION – AC OUTPUT	
Number of Ports	Two
Current	Configurable up to 48A Max per port
Power	Up to 11.52kW (@240VAC) or 9.984kW (@208VAC) Max per port
Energy Metering Accuracy	+/- 1%
Charging Connector	SAE J1772
ELECTRICAL SPECIFICATION – AC INPUT	
Input Connector	Hardwired
Voltage	208 or 240 VAC
Service Panel Breaker	Two-pole common trip 60A breaker, dedicated circuit per port
Power Connection	Line 1, Line 2 and GND (no neutral) per port
Standby Power	6.5 W Typical
SAFETY SPECIFICATION	
Ground Fault Circuit Interrupt	20mA CCID with auto retry (every 15 seconds))
Automatic Plug-Out Detection	Power terminated per SAE J1772 spec
Surge Protection	6kV @3,000A
NETWORK SPECIFICATION	
Data Communication	Cellular 4G LTE
Charging Infrastructure Communication	OCPP 1.6 compliant
Remote Management	Remote access, diagnostics, Over-the-Air (OTA) software update enabled
Load Management	Smart, dynamic allocation and distribution of power to each port

Series 8 EV Charging Station



48 A	
USER INTERACTION SPECIFICATION	
Charging Status Indicator	High visibility, multi-color LED visual status indication
Display	4.3" color LCD, 480 x 272
Authentication	RFID: ISO14443 Type A & B, MiFare, Felica, ISO15693
Payment	Optional: Apple/Google Pay, Contactless/Magnetic/EMV Credit Card/Tap to Pay
ENVIRONMENTAL SPECIFICATION	
Enclosure	Aluminum, NEMA 3R certified
Operating Humidity	Up to 95% non-condensing
Operating Temperature	-30 degree C to +50 degree C ambient
Operating Altitude	≤6560 ft
MECHANICAL SPECIFICATION	
Dimensions	Charging Head: 24" H x 7.4" W x 7.5" D Charging Head: w/cc reader 24" H x 7.4" W x 9" D
Approximate Weights	Charging Head: 21 lbs Charging Head w/ cc reader 21.7 lbs. Pedestal 12.5 lbs. Wall mount: 11.5 lbs.
Mounting Option	Wall or Pedestal mount
Cable Length	18ft standard, 25ft optional
Cable Organizer	Optional
REGULATION	
Safety	UL 2594 / CSA C22.2 No. 280-16 UL 2231-1 / CSA C22.2 No. 281.1-12, UL 2231-2 / CSA C22.2 No. 281.2-12 certified
EMI	FCC Part 15 Class A compliant
Energy Efficiency	Energy Star certified
Compliance	California Type Evaluation Program (CTEP) certified, Buy American ACT (BAA) compliant
Accessibility	ADA compliant

60kW Free Standing DC Fast Charger



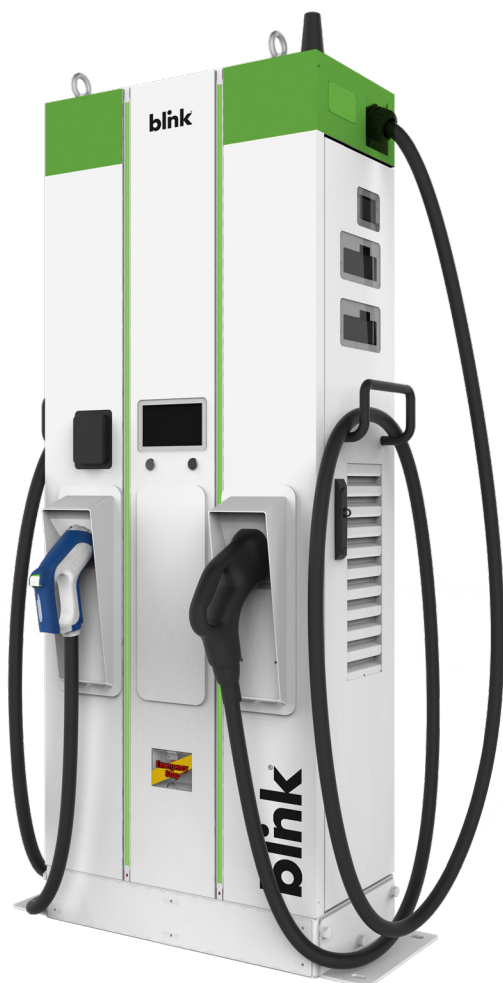
ELECTRICAL – DC OUTPUT		
NUMBER OF PORTS	Two	
POWER	60 kW Max	
CURRENT	120A Max @150Vdc~500Vdc; 63A Max @ 950Vdc	
VOLTAGE	150 ~ 950 VDC	
CHARGING CONNECTOR	CCS1	
CHARGING INTERFACE	DIN 70121, ISO15118	
ELECTRICAL – AC INPUT		
POWER	65 kVA Max	
CURRENT	3-phase: 78A Max	
VOLTAGE	3-phase: 277Y/480Y VAC	
FREQUENCY	50/60 Hz	
POWER FACTOR	> 0.99	
SAFETY		
INPUT PROTECTION	Over/under voltage, over current, over power, over temperature and surge protection	
OUTPUT PROTECTION	Over/under voltage, over-current, over temperature and short-circuit protection	
INTERNAL PROTECTION	Over temperature detection, AC contactor detection, DC contactor detection, Fuse detection	
NETWORK		
DATA COMMUNICATION	Cellular 4G LTE, Wi-Fi, Ethernet	Cellular 4G LTE
CHARGING INFRASTRUCTURE COMMUNICATION	OCPP Compliant	
REMOTE MANAGEMENT	Over-the-Air (OTA) software update enabled	

*The product image shown is for illustration purposes only and may not be an exact representation of the product.

BlinkCharging.com • (888) 998.2546

60kW Free Standing DC Fast Charger

USER INTERACTION		
DISPLAY	7" LCD	
AUTHENTICATION AND PAYMENT	RFID Reader: ISO14443 Type A & B, MiFare, Felica; ISO15693	Credit Card Reader: Apple Pay, Google Pay; Contactless, Magnetic, EMV Credit Card
ENVIRONMENTAL		
ENCLOSURE	NEMA 3R, outdoor rated	
OPERATING HUMIDITY	Up to 95% non-condensing	
OPERATING TEMPERATURE	-30 °C~50 °C (-22°F ~ +122°F)	
OPERATING ALTITUDE	≤ 2000m (6562ft)	
COOLING METHOD	Forced air	
MECHANICAL		
DIMENSIONS	(71" H x 28" W x 13" D) ±1%	
APPROXIMATE WEIGHTS	< 235kg (518lbs)±1%, including two charging cables	
MOUNTING OPTION	Stand alone	
CABLE LENGTH	15 ft standard, 23 ft optional	
CABLE ORGANIZER	Optional	
MECHANICAL		
SAFETY	UL 2202, UL 2231-1, UL 2231-2	
EMI	FCC Part 15 Class A	
ENERGY EFFICIENCY	Energy Star Certified	
ACCESSIBILITY	ADA compliant	



*The product image shown is for illustration purposes only and may not be an exact representation of the product.

180kW Free Standing DC Fast Charger



ELECTRICAL – DC OUTPUT				
NUMBER OF PORTS	Two			
POWER	180 kW Ma			
CURRENT	200A Max @ (150Vdc ~ 900Vdc); 190A Max @ 950Vdc		300A Max @ (150Vdc ~ 600Vdc); 190A Max @ 950Vdc	
VOLTAGE	150 ~ 950 VDC			
CHARGING CONNECTOR	CCS1			
CHARGING INTERFACE	DIN 70121, ISO15118			
ELECTRICAL – AC INPUT				
POWER	196 kVA Max			
CURRENT	3-phase: 233A Max			
VOLTAGE	3-phase: 277Y/480Y VAC			
FREQUENCY	50/60 Hz			
POWER FACTOR	> 0.99			
SAFETY				
INPUT PROTECTION	Over/under voltage, over current, over power, over temperature and surge protection			
OUTPUT PROTECTION	Over/under voltage, over-current, over temperature and short-circuit protection			
INTERNAL PROTECTION	Over temperature detection, AC contactor detection, DC contactor detection, Fuse detection			
NETWORK				
DATA COMMUNICATION	Cellular 4G LTE, Wi-Fi, Ethernet	Cellular 4G LTE	Cellular 4G LTE, Wi-Fi, Ethernet	Cellular 4G LTE
CHARGING INFRASTRUCTURE COMMUNICATION	OCPP Compliant			
REMOTE MANAGEMENT	Over-the-Air (OTA) software update enabled			

*The product image shown is for illustration purposes only and may not be an exact representation of the product.

BlinkCharging.com • (888) 998.2546

180kW Free Standing DC Fast Charger



USER INTERACTION				
DISPLAY	7" LCD			
AUTHENTICATION AND PAYMENT	RFID Reader: ISO14443 Type A & B, MiFare, Felica; ISO15693	Credit Card Reader: Apple Pay, Google Pay; Contactless Magnetic, EMV Credit Card	RFID Reader: ISO14443 Type A & B, MiFare, Felica; ISO15693	Credit Card Reader: Apple Pay, Google Pay; Contactless Magnetic, EMV Credit Card
ENVIRONMENTAL				
ENCLOSURE	NEMA 3R, outdoor rated			
OPERATING HUMIDITY	Up to 95% non-condensing			
OPERATING TEMPERATURE	-30 °C~50 °C (-22°F ~ +122°F)			
OPERATING ALTITUDE	≤ 2000m (6562ft)			
COOLING METHOD	Forced air			
MECHANICAL				
DIMENSIONS	(75" H x 32" W x 26" D) ±1%			
APPROXIMATE WEIGHTS	< 500kg (1102lbs) ±1% with two charging cable			
MOUNTING OPTION	Stand alone			
CABLE LENGTH	15 ft standard, 23 ft optional			
CABLE ORGANIZER	Optional			
MECHANICAL				
SAFETY	UL 2202, UL 2231-1, UL 2231-2			
EMI	FCC Part 15 Class A			
ENERGY EFFICIENCY	Energy Star Certified			
ACCESSIBILITY	ADA compliant			

*The product image shown is for illustration purposes only and may not be an exact representation of the product.

Attachment B- Forms

Exhibit A – Required Forms

Form A

ADDENDUM RECEIPT

The Proposer acknowledges it has received and read the following Addenda:

Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature:  Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☒ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature: 
Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form C

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☒ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Blink Network

Name: Jim Nemec

Title: Chief Revenue Officer

Signature: 
Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form D

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

Jim Nemec declares and says:

1. That he/she is the (owner, partner, representative, or agent) of Blink Network LLC, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Porterville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Porterville or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature: 
Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature: 
Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form F

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature: 
Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Form G

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Company: Blink Network LLC

Name: Jim Nemec

Title: Chief Revenue Officer

Signature:  Jim Nemec (Sep 23, 2024 16:57 EDT)

Date: 09/23/2024

Porterville Forms

Final Audit Report

2024-09-23

Created:	2024-09-23
By:	Nihusa Dias (ndias@blinkcharging.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOIkLA1InzSc6bMutTJxvj67eaJUskAB

"Porterville Forms" History

-  Document created by Nihusa Dias (ndias@blinkcharging.com)
2024-09-23 - 8:49:46 PM GMT
-  Document emailed to jnemec@blinkcharging.com for signature
2024-09-23 - 8:52:14 PM GMT
-  Email viewed by jnemec@blinkcharging.com
2024-09-23 - 8:56:13 PM GMT
-  Signer jnemec@blinkcharging.com entered name at signing as Jim Nemec
2024-09-23 - 8:57:20 PM GMT
-  Document e-signed by Jim Nemec (jnemec@blinkcharging.com)
Signature Date: 2024-09-23 - 8:57:22 PM GMT - Time Source: server
-  Agreement completed.
2024-09-23 - 8:57:22 PM GMT

Exhibit D

FTA Terms and Conditions

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the City of Porterville (FTA recipient) that is entering the Contract with Contractor.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. NOTIFICATION TO FTA.

[These requirements apply to all contracts and subcontracts in excess of \$25,000.]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

- C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY,

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, and SITES

- A. **Record Retention**. Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period**. Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records**. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information, including such records and information the AGENCY or Contractor may regard as confidential or proprietary related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance**. Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the

5. FEDERAL CHANGES

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Porterville and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.”

Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
5. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
6. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note).
7. Access for Elderly Individuals and Individuals with Disabilities. Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

7. INCORPORATION OF FTA TERMS

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

9. FEDERAL TERMINATION RIGHTS

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION

[This requirement does not apply to contracts and subcontracts under \$25,000.]

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.

- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- D. Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 CFR 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by USDOT regulations (2 C.F.R. Part 1200).

11. TERMINATION

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

12. VIOLATION & BREACH OF CONTRACT

[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.

- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an California Court of competent jurisdiction.
- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS

[These requirements do not apply to contracts and subcontracts under \$100,000.]

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)

[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]

- A. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381);

- B. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the AGENCY (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA

[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143, requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not

available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS

A. Prevailing Wage & Anti-Kickback

[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall 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.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is 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.

B. Contract Work Hours/Safety Standards for Awards Involving Construction

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, 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 be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the

contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. SEISMIC SAFETY

[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

18. VETERANS EMPLOYMENT

[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. BONDING

[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** To the extent that FTA determines that this Contract or any Amendments thereto involve public transportation operations financed in whole or in part with Federal assistance, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL Letter. The requirements of this subsection (A), however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- B. **Special Warranty.** If the Contract involves public transportation operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- C. **Special Arrangements.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL Letter.
- D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. CHARTER SERVICE

[These requirements apply to contracts for operating public transportation service.]

- A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: (1) federal transit laws, specifically 49 U.S.C. § 5323(d); (2) FTA regulations, "Charter Service," 49 CFR part 604; (3) any other federal Charter Service regulations; or (4) Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or (3) any other appropriate remedy that may apply.
- C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS

[These requirements apply to contracts for operating public transportation service.]

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: (A) federal transit laws, specifically 49 U.S.C. § 5323(f); (B) FTA regulations, "School Bus Operations," 49 CFR part

605; (C) any other Federal School Bus regulations; or (D) federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY

[These requirements apply to contracts for operating bus operation service.]

- A. **Financial Responsibility**. Contractor shall comply with the economic and insurance registration requirements of: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (2) provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements**. Contractor shall comply with: (1) safety requirements of U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES

- A. **Seat Belt Use**. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.
- B. **Distracted Driving**. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned

vehicle when on official business in connection with the work performed under this Contract.

- C. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. **Definitions.** As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING)

[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]

- A. Contractor shall establish and implement a drug and alcohol testing program that complies with “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” (49 CFR Part 40) and “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Porterville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Porterville Transportation Department, 291 N. Main St., Porterville, CA 93257. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

27. BUY AMERICA

[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]

- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184.

- C. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184 shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

28. PROHIBITED TELECOMMUNICATIONS & SURVEILLANCE SERVICES & EQUIPMENT

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. AIR POLLUTION & FUEL ECONOMY

[These requirements apply to contracts for the purchase of rolling stock.]

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

[These requirements apply to contracts for the purchase of rolling stock.]

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING

[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

2. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; **(c)** joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; **(d)** Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and **(e)** other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.
3. **Environmental Justice.** Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in

Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

4. **Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
5. **Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
6. **Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
7. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

[These requirements do not apply to contracts and subcontracts under \$150,000.]

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” (C)

will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

35. ENERGY CONSERVATION

Contractor shall comply with 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 (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES)

[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R. part 247 for federal designation of items.]

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA

[These requirements apply to contracts for the performance of experimental, developmental, or research work.]

- A. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or

reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”: (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D. Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

[These requirements apply only to contracts for National Intelligent Transportation System projects.]

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

39. NTD REPORTING

As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; (D) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: (1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

40. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

41. PRIVACY ACT

Contractor agrees to: (A) comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and (B) include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

42. SECTION 508 COMPLIANCE

Any reports or information that will be provided to DOT or any other Federal agency must comply with Section 508 of the Rehabilitation Act of 1973.

43. DBE REQUIREMENTS

The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Porterville DBE Program is managed and administered by the City's Transportation Department. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

A. General Requirements

1. **Applicable Federal Regulations.** This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, Joint Venture, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.
2. **DBE Participation.** For this solicitation, the Agency *has not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency encourages each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the

work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

3. **Small Business Participation.** The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).
4. **DBE Certification.** Only firms (1) certified by the Agency or another CAUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from race- and gender-neutral (RGN) measures on this Contract. This DBE determination affects the Agency’s tracking and reporting obligations to USDOT.
5. **Civil Rights Assurances.** As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance verbatim:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Porterville deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.”

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the “contractor” awarded the contract.

6. **Subcontracts.** If subcontracts will be let under this Contract, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to enter into Professional Services Agreement with TKDA for A&E and Construction Management Services for the Zero-Emission Maintenance Facility

SOURCE: Public Works

COMMENT: In alignment with the City's commitment to transitioning to a zero-emission fleet and achieving compliance with the California Air Resources Board's (CARB) Innovative Clean Transit regulations by 2040, the City of Porterville has initiated the development of a new Zero-Emission Maintenance Facility. This facility will replace the current outdated and undersized structure, providing advanced infrastructure to support our zero-emission fleet requirements and adhere to local, state, and federal environmental standards.

On September 24, 2024, the City issued Request for Proposals (RFP) No. 24/25-SR1988 for qualified firms to provide A&E services for the facility's design. The following seven (7) proposals were received and evaluated on qualifications, project understanding, experience with zero-emission facilities, proposal quality, fee, and schedule.

Vendor	Score	Base Bid
TKDA	98	\$1,085,300
Blair, Church & Flynn	97	\$1,070,500
TETER	96	\$975,000
Omni Design	95	\$1,463,892
NJA	92	\$998,050
RIM	87	\$1,753,292
KME	82	\$1,806,342

Following the evaluation process, Toltz, King, Duvall, Anderson and Associates (TKDA), based in San Bernardino, California, was selected as the best value, demonstrating extensive experience and understanding of the City's goals, requirements, and budget.

To further streamline the project and meet the aggressive timeline, staff requested additional services from TKDA. These services are now included in the final project scope:

1. Architectural and Engineering (A&E) services at the City Corporation Office and parking lot to improve ADA accessibility and enhance security features.
2. Architectural and Engineering (A&E) services at the Transit Center to improve ADA accessibility and enhance security measures.
3. Comprehensive Construction Management Services to ensure effective oversight, inspection, and reporting during the construction phase.

These updates are critical to align the project with the City's commitment to providing accessible and secure public infrastructure while adhering to the project's demanding timeline and regulatory requirements. The table below represents the individual line-item expenses for the total project, including a ten percent contingency.

Services	Estimated Cost
A&E Services	\$872,060
Engineer Field Investigation	\$13,200
Permitting Support	\$40,000
Geotechnical Investigation	\$78,193
Survey & Utility Mapping	\$74,950
Subconsultant	
Environmental Subconsultant	\$9,045
Energy Modeling Subconsultant	\$3,000
Power, BEB Charging Infrastructure & Management System	\$38,175
LEED Registration & Review	\$3,000
Travel - (3 Work Sessions & 2 Presentations)	\$16,500
Construction Management	\$744,000
Total Project Fees	\$1,892,123
10% Contingency	\$189,212
Total Not to Exceed	\$2,081,312

The total cost for the professional services agreement with TKDA is not to exceed \$2,081,312, which includes a ten percent (10%) contingency. This amount encompasses both Architectural and Engineering (A&E) services and Construction Management Services. Of the \$11 million in funds secured for this project, up to \$2 million has been allocated for A&E services, leaving a balance of approximately \$9 million designated for the construction phase. The Construction Management Services, totaling \$744,000, will be paid during the construction phase. The project is fully funded by California SB125 allocations, with no local match requirement, ensuring sufficient financial resources to support its

successful completion.

RECOMMENDATION: That the City Council:

1. Approve the draft Professional Services Agreement between the City of Porterville and Toltz, King, Duvall, Anderson and Associates (TKDA) for A&E and Construction Management services for the zero-emission maintenance facility at a total project cost not to exceed \$2,081,312; and
2. Authorize the Mayor or City Manager to execute the agreement and any related documents, subject to final review by the City Attorney.

ATTACHMENTS:

1. Plan Holders RFP 2425-SR1988 - RFP Zero-Emission Maintenance Facility Design
2. Scoring Matrix RFP 24-25-SR1988 - RFP Zero-Emission Maintenance Facility
3. TKDA Proposal
4. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Plan Holders
Agency
Bid Number
Bid Title

City of Porterville
24/25-SR1988
RFP Zero-Emission Maintenance Facility Desig

Name	Contact	Address	Phone	Email	Proposal	
					Yes	No
Montauk	Tracy R Kirby	41085 Elm Street Murrieta, CA, 92562,	(951) 813-2084	abdul@bidamerica.com		X
Tulare Kings Counties Builders Exchange	Berenice Ruiz	823 W. Center AveVisalia, CA, 93291,	(559) 732-4568	bruiz@tkcbe.com		X
Stantec Architecture Inc.	Jana Nelson	801 S. Figueroa Street, Suite 300Los Angeles, CA, 90017,	(818) 292-0484	jana.nelson@stantec.com		X
Interactive Resources	Patricia Bailey	117 Park PlaceRichmond, CA, 94801,	(510) 231-7520	patricia.bailey@intres.com		X
P2S Inc.	Larry Swartz	920 Fifth Avenue, Suite 2300Seattle, WA, 98104,	(206) 448-1911	larrys@notkin.com		X
RDI Equipment	Richard P Dingman	1311 5th Ave NCold Spring, MN, 56320,	(320) 402-4285	rdingman@rdiequipment.com		X
Kewo Engineering Corporation	Brian Kewo	510 S Hewitt St #304Los Angeles, CA, 90013,	(646) 450-5396	brian.kewo@kewocorp.com		X
Klemanowicz & Associates	Stan Klemanowicz	2101 Vanderbilt LaneRedondo Beach, CA, 90278,	(310) 465-7333	stan@sjkarchitecture.com		X
NJA Architecture	Nick Seward	212 W Pine St., Suite 1Lodi, CA, 95240,	(209) 400-6080	contact@njaarchitecture.com	X	
Blair, Church & Flynn Consulting Engineers, Inc.	Dee Dee Lawson	451 Clovis AvenueSuite 200Clovis, CA, 93612,	(559) 326-1400	dlawson@bcf-engr.com	X	
Rim Architects	James Dougherty	645 G Street, Suite 400Anchorage, AK, 99503,	(907) 258-7777	alaska@rimarchitects.com	X	
Delane Engineering, Inc.	Dawn Morsa	400 W Ventura BlvdSuite 265 Camarillo, CA, 93010,	(805) 810-9730	dmorsa@delanegroup.com		X
KME Architects	Eric Gross	5195 S. Durango Dr., Suite 130, Las Vegas, NV 89113	(702) 888-2088	eric@kmeearchitects.com	X	
Omni Design	Juan Pablo Cal y Mayor	1326 Chorro St., San Luis Obispo, CA 93401	(805) 544-9700	jcalymayor@omnidesign.us	X	
TETER	Clay Davis	125 S. Bridge St., Suite 150, Visalia, CA 93291	(559) 625-5246	clay.davis@teterae.com	X	
TKDA	Khy Lim	685 E. Carnegie Drive, Suite 105, San Bernardino, CA 92408	(909) 332-6021	khy.lim@tkda.com	X	

RFP 24/25-SR 1988
Zero-Emission Maintenance Facility
Scoring Matrix

	Points	TETER	Blair, Church, Flynn	Omni Design	TKDA	RIM	NJA	KME
Qualifications & Experience	10	9	9	9	10	9	9	7
Understanding & Approach	10	9	10	9	9	9	9	8
Firm's experience with similar projects, particularly zero-emission or sustainable facilities	30	28	28	29	29	26	27	24
Quality & Completeness of Proposal	20	20	20	20	20	19	18	17
Proposed Fee	15	15	15	13	15	12	15	12
Proposed Project Schedule	15	15	15	15	15	14	14	14
Total Points	100	96	97	95	98	89	92	82

Proposal for
Zero-Emission Maintenance Facility Design
RFP NO. 24/25-SR1988

Submitted to

City of Porterville

Revised Proposal: November 25, 2024



Khy Lim
Project Manager
khy.lim@tkda.com
909.332.6021

685 E. Carnegie Drive, Suite 105
San Bernardino, CA 92408



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Cover Letter	p1-2
Firm Introductions	p3-5
Understanding, Approach, Methodologies, Management, and QC	p6-23
Key Personnel	p24-41
Projects and References	p42-54
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Project Schedule/Deliverables	p57
Minimum Qualifications	p58

November 25, 2024

City of Porterville
291 North Main Street
Porterville, CA 93257

Submitted via the Public Purchase website

RE: Revised Proposal for Zero-Emission Maintenance Facility Design I RFP NO. 24/25-SR1988

Dear Members of the Selection Committee,

It is our pleasure to provide TKDA's Proposal for Architectural and Engineering Design and Support Services for a Zero-Emission Maintenance Facility. We have thoroughly examined the scope of work and comprehend the specific requirements outlined by the City of Porterville (the City) in the proposal documents.

TKDA has the relationships, project management, past project experience, and safety commitment needed to assist the City in meeting the demands associated with this project.

Relationships. Our team is familiar with coordinating and achieving concurrence from several agencies. We understand that working together with the project stakeholders involved, including administrative, operations, and maintenance staff will be extremely important for delivering this project successfully.

Project Management. TKDA Project Manager, Khy Lim, has a unique project management approach combining advanced technical and architectural skills with an effective teamwork environment. This creates trustworthy communication and a strong sense of commitment to succeed in project delivery, financial performance, and client satisfaction.

Your Knowledgeable and Experienced Partner. TKDA believes building and maintaining strong client relationships leads to better service. It keeps information flowing and smooths project deliveries. Our team goes deep to understand what our clients care about most. Then we engage multiple professionals across each design discipline at every stage of a project. Our approach is proactive, keeping our clients' goals, timeline, scope, and budget in mind, while delivering excellent results.

Commitment to Safety. At TKDA, safety is paramount, ingrained deeply with the mission and reflecting an unwavering dedication to team members, communities, and collaborative partners. Our safety practices come to life through active investments in tools designed for prevention, education, and accountability. We want every employee to return home safe each day. TKDA outstanding historical safety performance reflects this commitment. We work with our clients to develop solutions to operate efficiently, with safety as a top priority. Our goal is zero injuries.

TKDA will be the prime firm for this project. We have teamed up with well-established subconsultants to provide support services for geotechnical, environmental, survey and utility, zero-emission vehicle planning, CNG and hydrogen vehicle charging, and architecture QA/QC. TKDA holds current working relationships with the subconsultants through a different set of ongoing projects as well as past projects. Each subconsultant brings a valuable set of expertise that will help address the goals of the City.

We are familiar with all aspects of the architectural, engineering, and specialty services required to provide a cost-effective solution that will meet the requirements by all stakeholders. TKDA's safety mission is aligned with the City, and our expertise is supplemented with a culture that is historically committed to providing long-term services and a desire to serve our client's needs and expectations.

We have assembled transit-experienced team members committed to working with the City. Our team is well-versed in commuter rail stations, vehicle and fleet electrification, bus stations, park and ride facilities, transit centers, bus garages, and parking ramps. TKDA is committed to the execution of work using the key personnel and subconsultants identified in our proposal, throughout the duration of the term of service.

The following table is a summary of all subconsultants that will be supporting TKDA with this project.

Subconsultant	Project Role
Centerline Design & Engineering (CDE)	Architecture QA/QC, Permitting, and City Liaison
Diaz Yourman & Associates (DYA)	Geotechnical Engineering (DBE)
Kimley-Horn and Associates (Kimley-Horn)	Environmental
GreenPort Energy Solutions (GPES)	Power and BEB Charging Infrastructure
RSE Corporation (RSE)	Survey/Utility Coordination (DBE)

TKDA acknowledges addendum 01.

Thank you for considering TKDA for this Project. We hope to continue our proud history of providing services delivering successful projects. We appreciate the opportunity to provide you with this proposal and look forward to working with you.

Sincerely,


Khy Lim
Project Manager


James E. Hoschka
Vice President, Rail Division

Overview - TKDA

As detailed in our proposal, TKDA has a broad range of experience in electric vehicle charging, transit and maintenance facilities, and incorporating sustainability features into our designs.

From passenger vehicles to locomotives and everything in between, our team has been working at the forefront of this technology for years.

TKDA Profile

TKDA is a 400+ person, multi-discipline engineering, architecture, and planning firm. Established in 1910, we are more than 100 years strong with a tradition of trusted relationships, sustainable solutions, and focused on the future. We are a comprehensive, single-source firm offering effective design solutions across the transportation, industrial and manufacturing, buildings and sites, and water markets.

The TKDA team digs deep into each client's core priorities, allocating professionals from various disciplines at every project stage. This proactive approach keeps the client's timeline, scope, and budget in mind, ensuring the delivery of outstanding outcomes. TKDA's complete in-house team of engineers, architects, planners, and specialized experts embraces and pursues diverse markets. Woven together, our multi-disciplined teams form a strong firm, cohesive enough to draw on each other's strengths and versatile enough to adapt to changing client needs.

A Legacy of Solving for What's Next

From conceptualization to construction, through testing and commissioning, our multi-disciplined engineering team provides solutions to clients, allowing them to be pioneers in the industry and achieve their renewable energy and sustainability goals. TKDA takes a comprehensive approach to sustainability that not only advances energy efficiency, waste reduction, and carbon impact across the buildings and infrastructure we design, but considers employee and community wellness, along with sustained financial health for all our stakeholders.

Our LEED and ENV SP accredited staff across technical disciplines bring decades of experience delivering sustainable design solutions in support of client strategies. As a 100% employee-owned company, our culture is notable for the care we take in terms of employee safety, wellness programs, and an equitable approach to shared financial success.

Transit and Maintenance Facility Experience

Our team brings an extensive background with transit facilities, maintenance facilities, bus infrastructure, track, and bridge design. Our range of services offered to the rail and transit industry include: track and yards, electric upgrades and fleet electrification, employee facilities, passenger platforms and facilities, fueling systems, locomotive and car repair shops, bridges, preventative maintenance programs, bus garage and maintenance facilities, and public agency coordination.

We are a uniquely positioned team with a wide range of diverse technical expertise. Our team understands what is required to maintain a system operationally while simultaneously constructing new infrastructure and adapting emerging technology. We are leaders in renewable conversions, and our experience on rail and transportation projects extends all over the country. Additionally, we coordinate with environmental agencies to understand potential permitting that may be required on electrification projects as well as assisting clients through grant projects.



Please see the projects and references page for details on our past experience on similar projects.

Overview - Subconsultants

DYA

Role: Geotechnical



Diaz Consultants, Inc. dba Diaz Yourman & Associates (DYA) is a privately held geotechnical consulting firm founded in December 1992. They specialize in geotechnical design, hazardous materials, construction, and forensic services. Their extensive experience spans over 20 years working within the City of Long Beach and surrounding areas served by LBT, where they are very familiar with the region's soils and transit infrastructure. Additionally, they have specific experience in operations and maintenance facilities design and new zero-emission electrification infrastructure. DYA is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) subconsultant.

Kimley-Horn

Role: Environmental



Kimley-Horn and Associates, Inc. (Kimley-Horn) is a full-service privately-owned consulting firm recognized as a leader in providing comprehensive and innovative environmental, planning, transportation planning and engineering, and civil and structural services to public-sector and private-sector clients. Kimley-Horn has designed or permitted more than 100 renewable energy and EV charging projects in California. Their long history has allowed them to serve a variety of public-sector clients, including state departments of transportation (DOTs), thousands of municipalities, as well as hundreds of transit agencies in many major urban, suburban, and rural communities.

RSE

Role: Survey and Utility Coordination



Founded in 2000, RSE Corporation (RSE) is a DBE, California-based corporation with a strong presence in both San Francisco and Southern California rail transit markets. Over the last 24 years, RSE has built a staff of 85 engineering and railroad professionals dedicated to solving complex engineering challenges and designing and building transportation infrastructure throughout California. What sets RSE apart is the company's ability to provide a full range of rail transit engineering design services including train control, grade crossings, communication, trackwork, catenary, as well as civil and structural engineering. RSE also performs surveying, mapping, right-of-way engineering, subsurface utility engineering, field inspection, and rail corridor construction support services. Their firm's projects range in size and scope from conceptual track alignment and station studies to complex multi-million/multi-disciplinary projects including systems, trackwork, intermodal stations, bridges, tunnels, grade crossings, and grade separations.

GPES

Role: Charging Infrastructure



GreenPort Energy Solutions' (GPES) mission is to accelerate the transition to a clean transportation and energy future by providing solutions to our clients that truly fit their needs. Working collaboratively with all parties throughout the clean transportation value chain, they utilize our extensive, real-world experience to provide a suite of services that fall into four general categories:

- Strategic business development, marketing, and operations solutions;
- An approach to project management targeted to on-time and on-budget project delivery;
- Grants, regulatory, and public policy insights; and
- Education and training to guide stakeholders through this complex market.

Subconsultants Overview Contd.

CDE

Role: Architecture QA/QC,
Permitting, and City Liaison



Centerline Design and Engineering (CDE) is an architectural and engineering firm based on Porterville, California. They have been providing services to Tulare County and the surrounding area for over 22 years. CDE formally known as Townsend Architectural Group has a great working relationship with the City of Porterville dating back to 2001 as a company and to 1987 through principal architect, Dennis Townsend's career. CDE brings a wealth of local ordinance and institutional knowledge to local projects.

SUBCONSULTANT COORDINATION

The TKDA team prefers to work with its subconsultant partners to develop not only design solutions but solutions to the challenges of the project itself. The TKDA team collaborates with its subconsultant partners to define the necessary timelines to reach the identified project milestones.

Subconsultants are engaged to collaborate on resolutions to non-conformances and prevention plans to achieve buy-in from the whole team. They will also contribute to the review and verification of project estimates related to their portion of the work scope.

While the TKDA team will manage the overall project scope, quality, schedule, and budget, it is a key part of the approach to include subconsultants and all team members in all of these project parts.



Project Understanding

TKDA understands that the City is requesting proposals from Architectural and Engineering consultant firms to design a Zero-Emission Maintenance Facility. The new facility will support the City's zero-emission fleet demands and meet the California Air Resources Board's (CARB) Innovative Clean Transit regulations by 2040. The facility design must adhere to all regulatory requirements, operational needs, and environmental standards.

TKDA acknowledges the City's vision of constructing a new maintenance facility to replace their outdated and undersized existing maintenance facility. The design will take into consideration the City's preferred features:

- Zero-emission vehicles
- Commercial pre-engineered metal building
- Insulated panels and roof
- Energy efficient and green building design
- Minimum of ten (10) service bays
- Welding bay
- Three (3) office spaces
- Break room
- Two (2) employee restrooms/lockers/shower
- Parts room
- 40 parking spaces for vehicles to be staged
- 15 employee parking spaces, PV-BESS ready, and designed with planned growth.

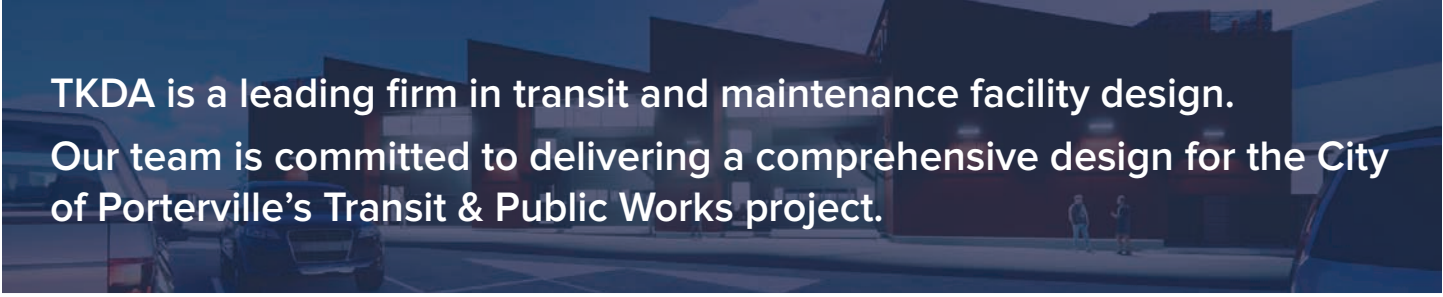


In addition, TKDA understands that the City did not perform preliminary studies for this project. The designs and specifications for this project will comply with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to meet all the required environmental clearances. Environmental site assessments, geotechnical reports, and water and soil testing are also necessary to proceed with design. TKDA will design elements to meet and ideally exceed the standards aligned with the City's vision for their new zero-emission maintenance facility.

The City, located in Tulare County within California's Central San Joaquin Valley, plays a key role in managing its transportation system, Porterville Transit, under the guidance of the Porterville City Council. The City Council sets policies, funding, and operations for the system, while the Transportation Department oversees overall management, including fleet maintenance. A private contractor handles daily operations, such as driver supervision and fare collection. The Director of Transportation manages planning and serves as a liaison to the Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and the Federal Transit Administration (FTA). Additionally, the City provides transit services to unincorporated areas through a contract with the Tulare County, reimbursed by Local Transportation Funds. Porterville Transit offers fixed bus routes, paratransit, and On-Demand services.



The project aims to meet the City's needs while supporting the fleet's transition to zero-emission vehicles. The facility will include a 15,000 SF maintenance area and a 5,000 SF operations and training area, solar power generation, and energy storage.



TKDA is a leading firm in transit and maintenance facility design.
Our team is committed to delivering a comprehensive design for the City of Porterville's Transit & Public Works project.

General Approach

After receiving the Notice to Proceed (NTP), TKDA's design team will schedule a kick-off meeting with City representatives to introduce the project team, present a preliminary schedule, evaluate the scope of work, and review TKDA's project management plan. The preliminary project schedule will identify all major milestones and deliverables. The project management plan will outline the activities required for each task in a logical, sequential, and efficient manner. Additionally, the management plan will include budget control, resource allocation, identify risk and issues, and provide value engineering approaches.

TKDA's project approach to services for improvements includes:

- Meet with the City, introduce the project team and discuss the project approach and the overall schedule.
- Review and provide design recommendations to the City's existing preliminary infrastructure plan. Discuss proposed improvements and obtain the City's concurrence.
- Meet with the utility company representatives to discuss the project requirements, including flow test and power requirements.
- Host three (3) presentations/design workshops with the City for design input and engagement. Our Architectural team will take your input and develop concept space plans and refined program for review with City stakeholders.
- Develop a list of constraints and goals as the concepts are refined into a design that aligns with the City's vision and in consideration of City budget and schedule demands. Prepare 10% design site plan.
- Work cooperatively with the City as the project moves throughout the design process. We expect to have a regular cadence of project meetings throughout the project. Additionally, we anticipate design review meetings to take place at major intervals of the design process; conceptual, schematic, and detailed design completion.
- Kick-off the environmental review, topographic survey, utility mapping, and geotechnical studies for project deliverables.
- Prepare preliminary environmental documents and study forms for environmental clearance.
- Meet with the City to capture all design requirements for compliance with CALGreen, LEED, as well as operational/maintenance requirements.
- Kick-Off internal LEED project compliance with full design team. Develop initial approach to specific LEED credits. Draft a preliminary LEED scorecard for project deliverables.
- Engage energy modeler.
- Receive topographic survey, utility mapping and geotechnical studies to develop the 30% design plans, cost estimate, and project manual.
- Investigate if underground utilities (public and private) are affected by the project, and if necessary, acquire plan and cost estimate of modifying/relocating utilities.
- Submit the 30% design drawings (civil, architectural, structural, mechanical, and electrical), utility matrix, cost estimate package, and draft project manual to the City.
- Host 30% design review meeting with the City and incorporate City's comments.
- Prepare bid documents necessary to support the City procuring a PEMB manufacturer.
- Research and coordinate applicable rebate incentive programs.
- Submit 60% and 90% design drawings (civil, architectural, structural, mechanical, and electrical), specifications, LEED checklist, and cost estimate to the City.

- Host 60% and 90% design review meetings with the City. Incorporate comments.
- Finalize the environmental documents and obtain CEQA Categorical Exemption approval.
- Submit finalized documentation including 100% design drawings and specifications incorporating LEED compliance.
- Support the City as needed through the pre-construction phase and serve as a technical resource. Answer RFIs, prepare addendums, and provide recommendations to select a construction contractor.

TKDA is proud of our reputation for being responsive. We bring projects in on time and within budget. Our team is dedicated to meeting the design and construction challenges associated with rail engineering and architecture. We approach each project as your partner, working on site with your team to achieve your goals quickly, safely, and cost effectively.



Our work plan section outlines our team’s detailed Scope of Work which includes the following tasks:

TASKS

- | | |
|--|--|
| Task 1 – Project Management | Task 9 – Transit and Facilities |
| Task 2 – Design Work Sessions | Task 10 – Opinion of Probable Cost |
| Task 3 – Site Civil Design | Task 11 – Coordination During Work in Progress |
| Task 4 – Power & BEB Charging Infrastructure | Task 12 – Technical Design Support |
| Task 5 – Solar Panel Design | Task 13 – CEQA and NEPA Environmental Clearances Support |
| Task 6 – Energy Management Systems | Task 14 – Additional Considerations |
| Task 7 – Future Provisions | |
| Task 8 – Architecture/Structural | |

SAFETY

Our professionals use their knowledge and experience to identify hazards and discover ways to engineer out these hazards. This dedication to safety, health, and welfare of the public is based on TKDA’s highly held ethical and safety standards.



Project Management Approach

Strong project management is the TKDA team's specialty and the reason behind over a century of successful projects. The TKDA team has an extensive history of managing large and complex teams that require unique skills which TKDA actively fosters and develops in its project managers. TKDA supports the City's management responsibility and understands the urgency to produce legacy infrastructure projects.

Khy Lim, TKDA's Project Manager, will lead the team. Khy has vast experience involves public and private projects during his 32 year-plus career.



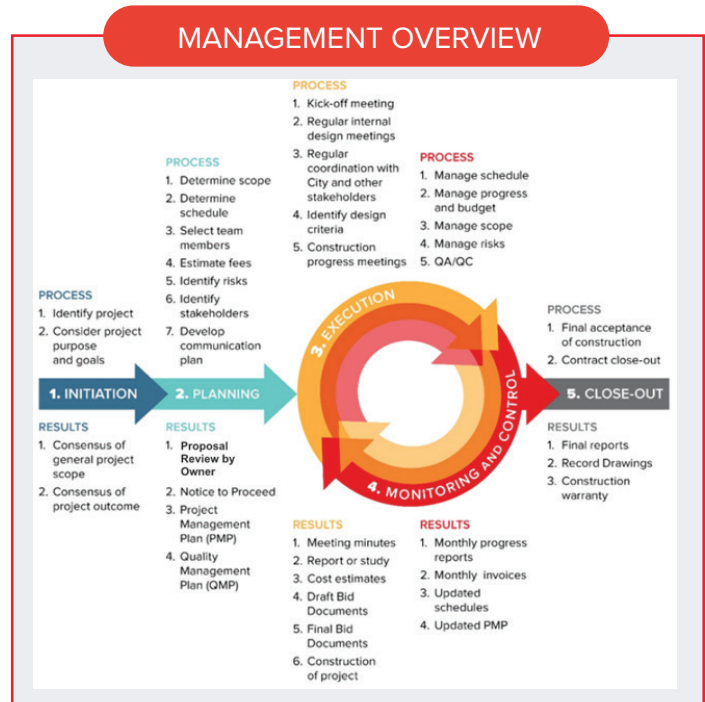
He will work closely with the City with effective communication to ensure a successful coordination throughout the life of the contract.

We understand the need for flexibility in phasing of work, value engineering, and funding approach to accommodate budgetary constraints and procurement cycles.

Centerline Design & Engineering (CDE) is being retained to assist TKDA with planning, bidding, and permitting phases of the project. CDE will take the lead in the submittals of projects/ site plan review documents for the project and attend in-person meetings along with TKDA project manager. CDE will act as liaison between the City of Porterville and TKDA for resubmitting, corrections, inclusions/ exclusions to/ from the review documents. CDE will also lead the construction document submittal process for permitting purposes, shepherding the drawings through the City Planning and Building Departments. CDE will act as liaison in the backcheck process as well. CDE formally known as Townsend Architectural Group has a great working relationship with the City of Porterville dating back to 2001 as a company and to 1987 through principal architect, Dennis Townsend's career. CDE brings a wealth of local ordinance and institutional knowledge to local projects.

Project Administration

The management overview graphic displays a high-level overview of TKDA's management approach with the process followed and the expected results from beginning to end of every project.



INITIATION PHASE

TKDA's Project Manager, Khy Lim, will work closely with the City to identify the purpose and goals for each project task. This coordination will ensure a consensus of scope and outcome.

PLANNING PHASE

1. Scope determination
2. Baseline schedule determination (WBS and CPM network)
3. Selection of team members and resources
4. Control and tracking Process
5. Risk identification and risk register
6. Stakeholder identification and engagement
7. Development of communication plan
8. Constructability challenges

After TKDA's QA/QC Manager has reviewed all these documents, Khy Lim will submit them to the City for consideration and approval. After receiving the NTP, the Project Management Plan (PMP) and Quality Management Plans (QMP) will be created with unique design requirements according to the scope of work.

EXECUTION PHASE

A kick-off meeting will be scheduled to communicate the frequency of the regular internal design meetings, and the coordination approach with all the stakeholders identified for the project. TKDA will progress the phase with:

1. Meeting minutes
2. Documentation of communication
3. Project reports and project studies
4. Design submittals
5. Cost estimates and specifications
6. Innovation

MONITORING AND CONTROL PHASE

The baseline schedule will be used as the reference for monitoring and controlling the work performance and evaluate the progress of the project. Khy Lim will closely track the performance of the budget and project status proactively, identifying potential problems and implementing corrective actions when required to keep the project on schedule and within budget. The risk register will be assessed for risk elimination or mitigation and updated continuously throughout the Project. The QA/QC Manager, Justino Cruz, will provide oversight and overall compliance with both PMP and QMP. Deliverables will include:

1. Monthly progress reports
2. Monthly invoices
3. Updated schedules
4. Updated PMP

CLOSEOUT PHASE

Upon completion of the project, Khy Lim will ensure documentation is maintained in accordance with the requirements of the Contract. Final acceptance of design package will be included in the contract close-out. Final reports, construction drawings and performance reviews will complete the package submitted to the City .

Meetings and Coordination

TKDA aims to optimize the value to the City and provides transparency throughout the contract duration. TKDA will work via in-person meetings, conference calls, video meetings, email, and other digital coordination means to closely work with all stakeholders to fully coordinate each task throughout the course of the contract. At the conclusion of every month, TKDA will submit a monthly report to the City, which will include monthly status update (planned vs. actual); qualitative description of

work completed in the month; invoicing status; meetings held; monthly update; DBE utilization update (planned vs. actual), sustainability update; safety update; risk updates; and forward look ahead for next month.

Additionally, bi-weekly meetings to review the contract's progress with the City and other designated stakeholders will be scheduled. From these meetings TKDA will provide minutes with documented decisions made and direction received. Any identified action items will be noted in the minutes – what the item is, and who is responsible for addressing them.

Budget and Schedule Control

Khy Lim will analyze the project data to support early identification of any scope, schedule, budget and resource issues. Easy identification of resources, schedule, budget, and scope challenges support our team in being proactive. This contributes to a less frenzied project experience by providing more time to think strategically about the options to address the issue.

A combination of Sharepoint, Work Order, Bluebeam, and Smartsheets will deliver functionality and advance documentation and reporting. Our cost control system will reference baseline budgets, resources, contract requirements and anticipated scope variances. TKDA will follow a WBS coding in alignment with the City's cost code structure for an accurate reporting on budget, schedule, and contract dates. All processes will be in accordance with the City's procurement and contracting policies.

TKDA's team will use Microsoft Project Management software as the scheduling tool for contract and tracking progress. As mentioned within the monitoring and control management phase, the baseline schedule will be used as the reference of work performance and overall progress evaluation of the project.

Khy Lim will be proactive in identifying potential problems and implementing corrective actions when required to keep the project on schedule and within the budget.

Our approach involves heavy collaboration with all project stakeholders to continuously identify opportunities to improve the critical path.

Third-party coordination will promote cooperation agreements with reviewing agencies and push for early packages during the length of the contract, reducing risk and staying on the critical path. The risk register will be assessed for risk elimination or mitigation and updated continuously throughout the project.

To allow each task order to be delivered within the given budgetary and time constraints and with excellent quality, TKDA has built a highly qualified team spread across mid-sized firms and specialist smaller consultants to address this project. Along with TKDA, each of these partner firms bring experience with large A&E contracts with transit agencies across the country. Additionally, TKDA is committed to meet and exceed the DBE participation required for this contract augmenting our experience team with non-exclusive partnerships with RSE and DYA. Our DBE subconsultants were carefully chosen for their experience in Southern California and are very well respected across our industry for their high quality of work.

Quality Control

QA/QC Manager Justino Cruz will work closely with Khy Lim as well as the entire project team. Justino will ultimately be responsible for the project’s quality and the implementation of TKDA’s Quality Management Plan (QMP).

The Plan includes:

- **Client Focus** – Develop specific quality procedures to meet project objectives
- **Team Roles and Responsibilities** – Quality Assurance Manager, Project Manager, Discipline Lead, Engineer of Record, CADD Manager, Technical Reviewers, Technical Personnel
- **Quality Control** – Organizational and technical interfaces, database inputs & raw observation data, database outputs, and report reviews

Additionally, the QMP will describe in detail, expectations that the TKDA and subcontractor team members will perform with quality activities, providing instructions on how to perform them. Key personnel in their respective technical disciplines will also facilitate the process to verify that the QMP is properly executed for their respective groups, and that each member understands and follows through on the QMP. TKDA’s reputation is built on providing quality designs, condition assessments, independent reviews and report documents, and is a key feature that we seek in our partners and subconsultants.

As we work in partnership with and support the City on the delivery of a successful Contract, during the kick-off meeting we will reconfirm services, potential deliverables, milestones, and schedule as proposed so we have a clear understanding of the City’s expectations and needs.

The agreed scope and deliverables serve as the basis for the tasks to be completed for the remainder of the project, and the foundation of the QMP. TKDA uses an array of strategic advisory meetings, detailed schedules, and project documentation to foster interactions between technical disciplines to help ensure each discipline knows what other’s technical objectives are and works together to achieve common goals. The project schedule will be updated regularly and provided to the client in the submission of monthly reports and at check-in meetings as requested. Internal team coordination meetings will be held weekly, to discuss tasks for the upcoming week, to review the project schedule, deliverables, and revise ongoing project coordination needs. There will be on-going communication within the project management team throughout the project, to ensure that all team members are apprised of project process and coordination items.

The QMP will also detail a structured process for complying with audit findings, audit reports, and corrective and preventive actions. The reviewers will comply with quality records for technical content, completeness and accuracy. A quality assurance milestone is set two weeks prior to a submittal to the client to allow time for a thorough review and update as necessary. The QMP will be used at major milestones throughout the project. As part of the TKDA Quality Improvement emphasis, while the specific emphasis is on multi-discipline work, the same principles are applied to single discipline work as well.

TKDA adapts a QMP specifically for each project and will be shared with the City. We have found a well-developed plan followed throughout the entire project not only enhances the outcome for the owner, but also benefits the communities in which the City serves. Additionally, and as part of the plan we perform a risk assessment to identify and develop mitigation strategies to in the event of scope or schedule changes.

Project Management Deliverables

- Project administration
- Meetings and coordination
- Budget and schedule control
- QMP

Design Work Sessions

We plan on hosting series of up to three (3) comprehensive design work sessions focused on developing a consensus for the design of the maintenance facility. These sessions will bring together key stakeholders including administrative, operations, and maintenance staff to collaboratively outline the project's vision and objectives. These stakeholders will meet with our project team and discuss key project elements including: operational considerations, sustainability goals, design optimization, innovative technologies, stakeholder engagement, and timelines. The sessions will set the stage for the next steps in developing a detailed and compelling design for the zero-emission maintenance facility.

During the third design work session, TKDA's will present a completed conceptual site plan layout that will help visualize the overall project components and will serve as guide to begin the technical field studies (survey, utility mapping, drainage, geotechnical, and environmental).

Site Civil Design Approach

TKDA has engaged DYA to perform geotechnical investigation and recommended earthwork stabilization for the intended loading associated with the City's existing bus fleet, as well as future bus fleet loading. Location of investigations will be targeted to the primary locations of intended improvements at the facility. The quantity and boring depths performed for geotechnical investigations will be coordinated from DYA recommendations, as well as in coordination with the structural engineer's needs for adequate design of foundations. Quantity and location will then be confirmed or adjusted in coordination with City officials. Upon receipt of a completed geotechnical investigation report, soils modifications, recommended aggregate base and pavement sections will be produced to design site surfacing for the facility improvements.

TKDA will facilitate pavement section design in coordination with the geotechnical investigation report as well with the load ratings associated with the City's current and future projected bus equipment sizes and loads. Additionally, pavement sections will consider fire code related requirements for fire access road sizes, pavement sections and associated minimum loads for fire apparatus.

Curb layout will be modeled through Auto-Turn software, providing accurate turning radii models for the City's specific vehicle use. Current and future vehicle wheel base and sizes will need to be coordinated between TKDA and the City to facilitate a transit model for the facility's improvements.

Layout of curbing will coincide with either surface drainage or subsurface drainage through permit communications with the City of Porterville as well as with the Drainage Investigation and the stormwater engineer. Additionally, layout of curbing will require coordination with the City to provide required impervious surfaces areas for the site's new development.

Location of new lighting infrastructure will be coordinated between the lighting electrical engineer as well as the civil site layout engineer to facilitate light fixture locations in areas that will not be in conflict of the City's fleet operations. Locations of lighting fixtures will be intended to provide passive lighting in locations where the City's fleet vehicle parking are both empty and full.

Site Survey and Utility Location Approach

TKDA has engaged RSE to perform survey and utility locating services for the project. This scope of work outlines the tasks proposed for the Zero-Emission Maintenance Facility Design. The proposed project is located adjacent to the City's Corporation yard at 555 N. Prospect St, Porterville, CA 93257 and shown in the image below. This scope of work will include tasks for topographic mapping, utility mapping, and boundary retracement/ROW Mapping.

Topographic Mapping

- RSE will compile a topographic base map using unmanned aerial vehicle imaging and Lidar systems.
- RSE will perform supplemental survey of features and improvements within the area depicted in the image below and along Grand Ave for 500' past the east and west limits of the subject property to support any traffic configuration design.
- Surface and OH utilities will be captured as well as any utility marking information, boxes, and other visible evidence of utility presence.
- RSE will invert and survey all drainage and sewer structures within project limits.



Utility Mapping

- RSE will develop a utility matrix based on existing as-built information recovered from city records, Dig Alert Design Ticket submission, and surveying of existing utility features within project limits.
- RSE will update topographic basemap with available and plottable utility linework and information based on feature survey.

Right-of-Way

- Using online survey records, RSE will develop the ROW perimeter of the subject property and Grand Ave.
- RSE will survey record monuments and place record information and associated linework to found monuments.

Lighting Plan Approach

We take a holistic approach to lighting design which balances technical precision with creativity, ensuring that each project delivers both form and function in an energy-efficient and visually compelling manner.

Key Considerations:

Project Understanding & Requirements

The first step in our lighting design approach begins with a deep understanding of the project's scope, objectives, and requirements. We will collaborate with the client and our team of architects and engineers, along with other stakeholders to ensure the lighting design aligns with the architectural vision, energy efficiency goals, and regulatory standards. Key factors include the size of the area, the type of lighting required, and the lighting standards to be followed.

Site & Context Analysis

A thorough assessment of the physical site is essential for an effective lighting design. This includes evaluating natural light sources, the surrounding environment, and the functional layout of the area. We take into account any external lighting considerations, such as neighboring buildings or landscape features, that might impact lighting needs.

Design Concept

Based on the survey results, a lighting plan will be developed. This plan will consider the type of lighting needed, the appropriate lighting levels for different areas, and the placement of fixtures. The plan will also consider the power requirements, wiring, and control systems needed.

Lighting Calculations & Simulations

Our team uses advanced lighting design software to perform detailed calculations, ensuring appropriate light levels and uniformity for each area. We conduct simulations to test various scenarios, assessing both the functional and aesthetic impact of different lighting schemes such as occupied and unoccupied parking spaces. This data-driven approach ensures optimal visual comfort, glare control, and energy use.

Final Documentation & Installation Support:

At the conclusion of the design phase, we will provide documentation, including plans and specifications. Our team remains available for consultation during the installation process to ensure the design is implemented as intended. Post-installation, we can assist with system commissioning and fine-tuning to optimize performance.

Drainage Investigation Approach

The TKDA team, in combination with our field survey, will perform a site review and visually inspect the existing drainage infrastructure (if present) to determine condition and general drainage flow directions for the project. We will also collect and document any known drainage problems from City staff.

The results of the field review will be used to help set the baseline existing conditions for the proposed improvements and will be documented in a report that can also be used for the CEQA document.

For the proposed conditions, drainage infrastructure will be designed to meet City and LEED requirements for water quality, quantity (peak flows), and total volume. Infiltration will be proposed to the maximum extent with drought tolerant plantings. Calculations will be completed following City requirements. Both the existing and proposed conditions will be documented in a report that can be used for the CEQA document.

Geotechnical Investigation Approach

Based on recent existing groundwater levels, the depth to groundwater can be as shallow as 40 to 50 feet bgs (Geotracker, 2024). Based on existing soil data in the vicinity, the subsurface soils may mainly consist of sandy lean clays and sandy silts with some silty sands. The primary geotechnical considerations for this project may be the use of shallow or deep foundations to support the project components.

DYA services will consist of performing three borings to depths ranging from approximately 20 to 45 feet to characterize the subsurface soils below the proposed structures using hollow-stem auger drilling techniques. The 3 borings will be strategically spread out to provide sufficient areal coverage of the project site. If groundwater or refusal is encountered, DYA will terminate the boring(s) at whatever depth groundwater or refusal is met.

One geotechnical design report will be provided that will consist of a detailed description of the field exploration, graphic boring logs, laboratory test results, a to-scale plot plan of boring locations, and a graphic subsurface profile with fence diagrams of the boring log data. Conclusions and recommendations regarding the subsurface soils and groundwater conditions encountered in the borings performed, shallow foundation design, bearing capacity, general earthwork/grading recommendations, infiltration potential, light pole design and pavement design will be provided in the geotechnical design report.

At this time, the soil and groundwater (if encountered) are assumed to be non-hazardous.

Our scope of services for construction will be provided once the design is complete and the contractor's schedule is known. We propose to provide our design services on a lump-sum basis and future services will be provided on a time-and-expense basis.

Our base scopes of services for input to design are summarized below:

- **Data Review, City of Porterville Encroachment, Underground Service Alert (USA) Notification:** Review project and underground utility information provided by TKDA to strategically determine the proposed boring locations. DYA will prepare an exploration locations plan. Obtain a City of Porterville no-fee encroachment and permit. Mark proposed exploration locations in the field for USA notification and coordinate with utility companies for 'no conflict' responses prior to performing Item 3 below.
- **Geophysical Survey:** Perform a geophysical survey to assess the designated Task 3 exploration locations for underground utility conflicts.

- **Subsurface Exploration:** Drill three (3) borings using hollow-stem auger drilling techniques, two to a depth of twenty (20) feet bgs and one to a depth of forty-five (45) feet bgs, or to refusal, whichever occurs first. Backfill borings soil cuttings. If groundwater or refusal is encountered, DYA will terminate the boring(s) at whatever depth groundwater or refusal is met.
- **Investigation Derived Waste (IDW):** IDW disposal is not considered for this phase of the investigation and design. Based on discussions with the county, well permits and grouting are not required for borings shallower than 45 feet.
- **Laboratory Testing:** Perform eight (8) moisture content/dry density, 18 index test (particle size analysis - #200 sieve, or Atterberg limits), four (4) direct shear, two (2) consolidation, two (2) expansion index, two (2) compaction, two (2) R-value, and two (2) corrosion tests.
- **Analysis and Reporting:** Provide a geotechnical design report with a description of the field exploration, boring logs, laboratory test results, and site plans and fence profiles of the boring log data. The design report will include conclusions and recommendations regarding subsurface soil stratigraphy, groundwater conditions, earthwork/grading, shallow foundation bearing capacity and settlements, slab-on-grade, trench backfill, pavement section thickness, infiltration potential (not BMP design), light pole design, and corrosion potential.
- **Responding to Review Agency Comments:** Respond to one (1) set of agency comments based on their review of the draft report. Finalize report.
- **Meeting and Consultation:** Attend up to five (5) one-hour virtual meetings. Provide consultation as requested.

Site Civil Deliverables

- Site topographic and Utility survey (CADD)
- Parcel Linework/Boundary Base Map (CADD)
- Digital Elevation/Terrain Model
- Drainage report
- Lighting plan
- Site Grading Plan
- Geotechnical report
- Utility matrix
- 100% civil plan set
- Site demolition plan
- Utility plan
- Civil details
- Signage and way finding details

Power Design & Charging Infrastructure

The project team understands the importance of transit agencies to improving or replacing its existing infrastructure prior to deploying electric buses and corresponding charging. Our experienced team is aware of how critical comprehensive planning is to a transit operations facility that can accommodate both CNG and existing ICE vehicles awaiting transition to EV.

Electrical studies, in conjunction with, vehicle modeling (including route and topography analysis), technology and vehicle assessments are essential to acquire the comprehensive operational details necessary to deploy the right electric vehicle (EV) charging technology and at the right quantity. This level of assessment allows the team to develop a design that can accommodate the operations and maintenance of various bus types operating seamlessly as older buses operate to the end of their lifecycle.

The City must transition its fleet to a fully zero-emission fleet by 2040. Currently the City Maintenance facility is over 50 years old and past its useful life. In order to accommodate BEBs and improved operations the building must be replaced. The new facility will accommodate the operations and maintenance of various types of vehicles including zero-emission and Compressed Natural Gas (CNG). Therefore, charging infrastructure must be included in the maintenance bays.

The project team brings unparalleled expertise and a seasoned team experienced in assessing transportation fleets of various sizes and types, engaging with staff of all levels and utilizing the data to develop a safe, feasible and phased pathway to supporting electrification and zero emission operations. Unlike firms reliant on junior staff, Green Port Energy Solutions (GPES) is composed of industry veterans adept in EV regulatory requirements, urban planning, route planning, project design, charger and charging infrastructure design, DER assessment and integration, vehicle and charger sales, grants and incentives, and project delivery.

The key considerations of this project are (1) operations must be maintained, 24/7/365 and charging is required at 10 or more maintenance bays; (2) the facility will support zero-emission vehicles and CNG, we must cater to the interoperability of various bus types and charging systems, ensuring seamless operation at different phases of the conversion and (3) the work will be performed under a separate contract for the contractor. Each consideration will be in the forefront of the project's team's approach.

The GPES approach to developing the charging plan and assessing the corresponding power needs, is organized into four (4) key phases to ensure accurate, effective and efficient project delivery and management.

The 4-phase approach – Vehicle Assessment, Charging Assessment, Solutions Development, and Final Deliverables – is designed to systematically address every aspect of the project, from initial analysis to final reporting.

1

Phase 1: Vehicle Assessment

- Reviewing and understanding the 'why' behind the City of Porterville's electrification and understanding the facilities Master Plan.
- A deep review of the City's existing BEBs and planned BEB procurements, including any previous studies on the system transition and other support vehicles slated for zero emission conversion.
- Review utility power availability and capacity. The site will also expand power via solar and battery storage which can present an opportunity to reduce operational cost
- Understanding operational limitations that can impact vehicle and charging needs.
- A review of local ordinances and regulatory requirements for charging use
- Developing a project data "needs list" and acquiring data by closely collaborating with City Staff and the power design project team
- Utilize acquired data organized into vehicle types and battery sizes to determine which vehicle and charging configurations meet operational needs (including route and topography analysis to nearest charging depot off-site).
- Develop electrical capacity and charging needs at each designated charging points.
- Identify physical charging demands, such as, time in bay, length of cable versus vehicle charging port

2

Phase 2: Charging Assessment

Chargers are manufactured by numerous OEMs that offer various lead times, functionality, expected quality and support capabilities. The information gathered in the Vehicle Assessment and other project Tasks will inform the charging assessment this second stage where the GPES team will:

- Identify and review existing EVSE performance and staff preference
- Review Facility Plan and layout, electrical designs and anticipated capacities, including Solar PV + BESS Concept .
- Evaluate the potential to support different types of EVs, charging types, sizes and suggested configurations to maximize operational efficiency during the phased integration. Identify limitations for integration with energy management software.
- Assess capabilities for gantry charging, retractable cord lengths vs bus socket locations for each type of vehicle and future alternatives such as automated arm chargers, wireless chargers, etc.
- Assess charging types for associated employee and staged vehicle parking.
- Assess market availability and lead time for charging stations, charging cables, etc.
- Evaluate and determine the requirements to acquire funding from existing programs and rebates, and other incentive sources as permitted by The City.
- Interview the City's BEB staff (Leadership, Operations, Drivers, Maintenance, Electricians, etc.) on current operational procedures, utilization, pain points, technology suggestions and document for future deployments and project implementation.

3

Phase 3: Solutions Development

The modeling data of maximum power needs, technology evaluations and staff interviews will kick off the next phase of the project, Solutions Development which includes:

- Leveraging GPES's relationships with Original Equipment Manufacturers (OEMs) and similar types of transit fleets to document challenges and successes and the nuances involved with identified charging equipment in maintenance facilities.

Phase 3: Solutions Development Continued

- Utilizing the data acquired in the previous two phases and market research to identify and project the best dual charging infrastructure investments for the facility and at various points during vehicle transitions to 2040.
- Coordination with the wider project team to obtain LEED Silver or higher
- Identifying market availability and "lead time" for each identified zero emission vehicle and infrastructure investment type and size, ensuring availability aligns with bus/vehicle state procurement schedules.
- Identify key safety features of equipment, including fire and pedestrian protection. Develop additional safety guidelines and suggestions for safe operational procedures.
- Identifying software capabilities of chargers and integration requirements for energy management software.
- Developing an optimal design and quantity for the plug-in charging configuration and suggested final plug locations (overhead vs aligned with the wall) at bays, associated employee and staged vehicle parking ensuring compatibility with vehicle specifications, safety and City buy-in.
- Clearly organized gathered pros and cons of each proposed equipment and configuration
- Developing rough order of magnitude (ROM) estimates for each zero-emission charging infrastructure investment type.
- Identify a suitable charging manufacturer for all charging infrastructure
- Developing conceptual strategies for procurement (i.e., owner v. contractor furnished).
- Develop a "software scope" that will be used as decision points when assessing energy management software.
- Evaluate project maintenance requirements and develop "future-proofing" investment list to ensure resiliency and to adapt to projected growth
- Update model scenarios to further inform final recommendations to design team, project timelines, safety, identification of resiliency needs, future expansion options, maintenance requirements and ROM estimates.

4

Phase 4: Final Deliverables

In this final phase, all data, information and decisions points acquired will be compiled into a master report, that is informative, practical, and forward-thinking. The final report will include:

- One (1) charger cut sheets including dimensions and electrical requirements and procurement lead times;
- Two (2) proposed concept for dispenser layout and bus connection, safety features (bollards and protective infrastructure); and
- Three (3) Pro/con list for charging equipment manufacture/type and manufacturer.

After submission provide additional support throughout construction and commissioning.

- This comprehensive approach will assist in positioning the City to achieve its sustainability goal of being 100% zero-emission by 2040 – with operational efficiency and in compliance with regulatory requirements.

Solar Panel Design

As the City moves toward a sustainable energy future, the design of a solar photovoltaic (PV) generating system is a key component. This initiative not only supports environmental goals but also enhances operational efficiency by harnessing renewable energy. Here's a look at the key considerations for the solar PV Generating System Design task.

Energy Requirements and Site Assessment

Understanding energy needs is foundational to the design of the PV system. Our team will conduct a thorough site survey, taking into account nearby structures or objects that may impact shading analysis.

Building Coverage and Capacity Assessment

We will identify the area coverage of the canopy and potential other locations available for PV systems. We will assess capacity for the PV system determining an expected annual kWh production, and comparing this with the energy model building energy use.

Equipment Selection

We will evaluate the efficiency and power output of various PV panels, inverters, and controllers, ensuring that the selected components align with the City's operational goals. Our team will present these options to the City for consideration.

Coordination with Structural Engineering

The mounting of PV panels will be coordinated with a structural engineer to design a robust mounting structure, ensuring stability and safety.

Coordination

The solar PV system will be one consideration for backup power, other potential power sources considered will be battery energy storage systems, hydrogen fuel cell, and traditional generators. We acknowledge the cities desire to avoid traditional backup power generation and TKDA will work with the building officials to find sources that meet the needs of building codes and the desires of the City. We will coordinate interconnection with the utility, and with subconsultants on source technology.

By focusing on these key considerations, we aim to provide the City with a solar PV system that not only meets energy needs but also contributes to a cleaner, more sustainable future. Together, we can power the City's operations while leading the charge toward renewable energy adoption.

Solar Photovoltaic Generating System Design Deliverables

- Site annual production calculations
- Site solar PV layout

Energy Management Systems

As the City embarks on its electrification journey, implementing a robust Energy Management System (EMS) is crucial for optimizing charging operations. This technology will play a vital role in ensuring efficient energy use and minimizing costs while supporting the electric fleet's needs. In addition to hardware, there are also a wide range of software options.

However, interoperability between the hardware, software and existing fleet management software is not always guaranteed. When applying software to a multi-year project, with different vehicle technologies, interoperability can create a larger challenge. Green Port Energy Solutions (GPES) excels at executing digital integrations for phased EV integrations and performing the necessary research and inspections to confirm the interoperability across a system of products. Our team's real-world experience on many projects that required our direct participation in resolving these hardware, software, and fleet management interoperability issues makes us best suited to perform this task.

The project scope requires chargers to be capable of simultaneous charging. The most efficient and ideal method to manage and leverage power resources is via smart charging with an energy management system. Utilizing this system can reduce electrical cost, and ensure operational efficiency by charging a full fleet with the least required time. To realize these benefits, the facility requires interoperability regardless of the make and manufacturer of the fleet vehicle or charging system.

Our extensive experience with applying energy management systems to transit fleets allows the team to develop a selection swiftly but with accuracy. Here we employ a two (2) phased approach: Project Design Assessment, Software Assessment and Selection/ Recommendation.

1

Phase 1: Project Design Assessment

To select the right software for operations and future growth it is imperative to identify and gather the facility limitations, existing systems, power capacities/limitations of the electrical infrastructure and charging units, BEB, PV, BESS and EV vehicle requirements.

2

Phase 2: Software Assessment

GPES will leverage its extensive list of energy management system suppliers to generate a target list of 6-8 key energy management systems that would be ideal for The City's current operations and future growth. The "software scope" will be applied to each of the identified systems and scored.

Phase 2: Software Assessment Continued

In addition, to the criteria gathered in Phase 1 the software scope will consider:

- Operational needs of the facility and maximize availability key metrics - such as the number of installations and chargers utilizing the software, ability to set charging to reduce TOU charges, the ability to manage charging to reduce demand charges, ability to recognize bus stalls, bus numbers, and evaluate charge needs, provide operational solutions to handle charger outages and the ability to prioritize BESS and solar power first to reduce the electrical expenditure.
- Software compatibility and operation key metrics – such as age of the software, current use levels by transit systems, a minimum 99+% software uptime, network connection via ethernet or cellular, OpenADR2.0b or better common signals, support of Network Time Protocol (NTP/ UTC) time synchronization, software security features for system integrity and reliability and remote software upgrades.
- Error messaging requirements and metrics – such as unrecognized message, out of range/ low signal strength, low battery level, feature not supported, meter fault, EVSE fault, bus battery, charging fault, etc.
- Reporting, data storage, user interface metrics – such as data reporting capabilities, manual override (computer input) for a selected bus charging sequence, desktop outputs for charge telematics, status screens for solar generation/ BESS state of charge, battery state of charge for each vehicle in the fleet, chargers currently in operation and corresponding vehicles charging, estimated time to charge completion, instantaneous aggregate electrical demand (dynamic power demand) and future provisions for detection of power sources.

Energy Management System Design Deliverables

- System performance narrative
- Product data

Future Provisions

As the City moves forward with the initial build out of the Zero Emissions Maintenance Facility, we will design an electrical distribution system that will have the capability to accommodate a building expansion, additional charging infrastructure, and incorporation of additional power sources such as Solar PV, Battery Electric Storage Systems, or future technology. Future needs will be a topic in the work sessions. Here's a breakdown of the key considerations for Future Provisions.

Key Considerations:

Charging Infrastructure

Consider a modular approach to the charging power distribution system that will allow for expansion to cover the future purchase of Zero Emission buses.

Expansion of Solar PV Systems

Consideration of future build out of solar PV systems will require space within the building to contain equipment such as inverters and combiners. Sizing of switchboards can be performed to accommodate future generation and provide space to tie this generation into the power distribution system.

Battery Electric Storage Systems (BESS):

The use of battery storage systems can be used to expand the charging capacity, and reduce fees associated with peak demand. We will provide information on this technology, and if we install a micro grid controller will allow battery storage to seamlessly connect to the power distribution system.

By focusing on these key considerations, we aim to provide a power distribution system sized to accommodate the future with adequate space for connection of future needs. By including a microgrid control system we can add future generation seamlessly to the power distribution system.

Architectural/Structural/Mechanical Approach

Our architectural approach is to prioritize the City's commitment to sustainable design and operational practices while promoting a safe, healthy, and productive workplace environment.

Some of these measures include, but are not limited to, providing an energy-efficient building orientation and envelop, natural daylight (where desired), natural ventilation (where appropriate), water-conserving fixtures and appliances, durable easy to maintain finishes with low or no VOC content and/or emissions, and acoustically considered spaces. The building and site will need to function as intended but also reflect the City's values and responsibility to its citizens and the environment.

Key Architectural Considerations:

Site Layout

Safe vehicular and pedestrian traffic flow are key to a successful Maintenance Facility design. Building, staff parking, bus storage, and vehicle staging areas will respond to and be integrated with required circulation.

Building Envelope Layout

Successful energy efficient building design starts with maximizing passive systems. These include a robust thermal envelop, ensuring a continuous air barrier, and reducing air infiltration at doors and windows of conditioned spaces, an incorporating daylight into occupied spaces.

Materials

Materials will be selected for anticipated use, wear and tear, and building occupant health. Lower embodied carbon options will be provided where appropriate, including product and assemblies using recycled content (less raw materials) and emitting less harmful pollutants during manufacturing.

LEED Coordination

Starting in early design, all disciplines will participate in a LEED Kick-Off meeting. Based on the project's requirements and discipline feedback an initial road map to LEED compliance (scorecard) will be drafted and subsequently tracked and revised through the entire design process. And Energy Modeler will also be engaged early, informing an initial energy use intensity (EUI) metric which will be tracked and refined as the project develops.

Key Structural Considerations:

Structural Design Considerations for PV design at bus parking

- Provide a coordinated structural approach that will meet height requirements for vehicular drive aisle and match the architectural intent.
- Panel spacing and layout provisions should meet the code requirement for life safety and fire/smoke evacuation at the canopy level. Canopy height, row gaps, and structure material selection are all factors to consider in Code Approvals for PV canopy structures over parking. California Building Code sections 503.1 and 602.1 are generally accepted provisions for safe construction of PV covered parking areas.
- Construction in corrosive environments must be considered for the structures and due consideration to galvanization and coating thickness of exposed steel structures is critical to ensure a building system lifespan and years of service for the City.
 - Verify Galvanizations thickness with Corrosive environments.
 - Soil properties tested for concrete foundation material specifications.
 - Soil thermal resistivity testing for electrical systems and duct bank design.

Material selection and detailing for economy and durability. Our approach will be to work with the City to understand area use, traffic, and the balance of aesthetics, functionality, and cost. Lowest cost systems may not be the best value for the City long-term and equal measure should be given to appearance, functional use, and durability in areas subject to vehicle traffic.

Our mechanical design approach is to provide the City with a sustainable design that provides enhanced indoor air quality while providing individual thermal comfort control for as many individual users as possible. The plumbing design approach is to provide water conserving fixtures and appliances where available.

Key Mechanical Considerations:

- Equipment selection to improve energy efficiency while also considering use of products and materials with verified improved environmental life-cycle impacts.
- Utilize refrigerants that have low ozone depletion potential (where available) or implement a refrigerant management plan that addresses leak detection to limit the emissions quantities in the event of system leakage
- Provide metering on water, gas and electricity use to track building level energy use and identify opportunities for additional water savings
- Plumbing design approaches will also consider the use of graywater ready or dual plumbing which will separate black water from graywater. This will allow for current or future reductions in irrigation water use.

Structural design approach for PEMB building

- Provide layout and system column/bracing coordination with the architect based on multiple similar project experience. Our approach would be to plan for future expansion and operation expansion by limiting bracing to only solid exterior areas without expansion potential.
- Floor and foundation bases should be designed to accommodate steel building construction without limits to selected building supplier. Anchor sizing and foundation design can be completed without the metal building manufacturer on board and will allow flexibility in design while maintaining economy of system for multiple potential bidders.
- TKDA will prepare the PEMB foundation design. Shallow ring beam foundation with hair pins in slab will be used for efficient foundation systems. Slab should be specified with shrinkage percentage limits to ensure a crack free exposed slab as much as possible. Final design of the building will be provided by the PEMB manufacturer.
- A table will be provided for column base reactions for rapid shop drawing review and comparison when the PEMB builder is selected.
- TKDA will prepare the preliminary PEMB performance specification, floor plan, section, and elevations necessary to obtain public competitive bids from PEMB manufacturers. The City will then directly contract the successful manufacture to be included in completion of the final design drawings of the PEMB.
- Owner meetings will be required for confirmation of welding shop use, need for crane rails or jib cranes that can be building mounted.

Transit and Facilities Approach

In conjunction with the proposed Zero-Emission Maintenance Facility and electrical infrastructure improvements, the TKDA team will review the existing site conditions, including operational movements and procedures by means of an in-person study and the City’s personnel interviews where appropriate. This will be supported by survey and geospatial imagery as well as existing utility information.

Following the acceptance of the site assessment and existing conditions report, TKDA will initiate work on the construction staging and phasing plans. The primary focus of these plans will be to maintain operational optimization with minimal impacts to safety and service quality. For this particular task, TKDA will develop staging plans and construction phasing which maximize safety of operators, including compliance with ADA requirements through accessible pedestrianized zones and modular construction phasing. Due consideration will be given to the different vehicle types, including geometrical movements, existing utility locations and temporary utility relocations, fueling requirements, parking for fleet and personal vehicles, charging infrastructure and various maintenance tasks required for the differing fleet vehicles.

TKDA has extensive experience phasing projects to minimize disruptions to client operations and will address this by doing a thorough review of typical operations throughout the week with construction phasing and staging aligned to complement ebbs and flows of service operations. As part of this effort, TKDA will produce the following deliverables:

Transit Facility Deliverables

- Site Assessment and Existing Conditions Report
- Preliminary construction phasing and staging plan
- Parking layout and site circulation plan

Opinion of Probable Cost

TKDA’s design team will prepare a comprehensive construction cost estimate for the project. This report will include a list of all the required tasks, labor hours, and material unit cost. TKDA will utilize the CSI/MasterFormat determined by the City.

Opinion of Probable Cost

- Probable cost estimate

Coordination During Work in Progress

As each task builds on each other, it is important that the entire project team transfers information and assumptions made during the design of the task. In addition to email correspondence, project meetings the team will generate “needs list” for their tasks to ensure the right data is transferred at the right time. This list will facilitate communication between our design team, the City, and other stakeholders. Each item listed will be tracked closely until no further action is needed.

Additionally, findings and decision points from all tasks will be thoroughly documented, reported during progress meetings and transferred to the City Staff as part the final project manual. TKDA and other key staff will be attending field and/or virtual meetings as needed. TKDA and subconsultants have local offices near the City’s facility. If office meetings are required, our team will be ready to have in-person discussions and answers any questions that may arise during the project development.

During the project manual completion stage, TKDA’s design team will prepare a presentation including design approach, key features of the design, constructability, estimating assumptions, and potential regulatory and local issues.

Coordination During Work In Progress Deliverables

- Monthly project reports
- Bi-Weekly meetings
- Project schedule updates
- Design review meetings
- Meeting minutes
- Deliver 100% complete project manual

Technical Design Support

Once the project manual is completed, TKDA’s project manager and the design leads will provide technical support to the City during the pre-bid phase and provide recommendations for selecting a Construction Contractor. TKDA will review RFI’s, prepare responses to proposer questions, and issue addendums as necessary.

Environmental Clearance Approach

TKDA understand that the City of Porterville will be the lead agency coordinating the CEQA approval for the project and will require minimum TKDA support for this task.

TKDA has retained the services of Kimley-Horn to provide environmental consulting services for the Zero-Emission Maintenance Facility Project. Based on preliminary research, per Table 205.02 of the City's Zoning Code, transit stations and charging facilities are not listed in the permitted uses within the PS zone, however, the Zoning Administrator can assign a land use that is substantially similar in character. It is preliminarily assumed that the Zoning Administrator would assign the Project's land use to "Government Offices", which is a Permitted use in the PS zone.

Kimley-Horn preliminarily finds note that the project may qualify for a Class 32 exemption under CEQA (In-Fill Development Projects).

Kimley-Horn will be provided the following Project detail to support the analysis:

- Site plans and latest project narrative, including number of parking spaces.
- Construction phasing, equipment, and grading/excavation/paving estimates.

Key Considerations:

CEQA Project Description

Kimley-Horn preliminarily finds that the Project may qualify for a Class 32 exemption under CEQA (In-Fill Development Projects). Should the City and Kimley-Horn determine the project would require an Initial Study/Mitigated Negative Declaration (IS/MND), Kimley-Horn will submit a budget augment request.

Kimley-Horn will prepare a Project Description outlining the key elements of the Project. The Project Description will not discuss exceptions to an exemption (State CEQA Guidelines 15300.2).

1 https://cms9files.revize.com/portervilleca/Document_Center/Department/Community%20Development/Planning/200Series-PublicAndOpenSpaceDistricts.pdf

Environmental Coordination and Project Management

Kimley-Horn will attend up to (3) three meetings with the Project team to provide updates on the Project Description and discuss environmental issues. Any meetings beyond the above will provided on a time-and-materials basis.

Environmental Deliverables

- Draft and Final Project Description

Additional Services

A&E Services for Facility Improvements at the Corporation Yard (555 N. Prospect)

This would include designing an enclosed seating area with an ADA-compliant counter and security glass for the front office, redesigning and space planning for ADA-compliant office cubicles, and redesigning the parking lot to ensure ADA compliance.

A&E Services for Facility Improvements at the Transit Center (61 W. Oak Ave)

This would involve redesigning the customer service desk area to incorporate an ADA-compliant counter with security glass, enhancing both accessibility and security for the space.

Fire Suppression systems for BEB operations

The TKDA fire protection team will evaluate and prepare performance documents for the fire suppression system for the BEB parking structures. The continued growth of battery electric vehicles into our transportation network has changed the characteristics of fire hazards and has subsequently driven changes to NFPA Standards. For example, modern vehicle materials and the presence of lithium batteries have increased the minimum classifications for parking structures and relative system design densities by 33%. The team will assess the design criteria as set forth by NFPA Standards, confirm Local and State Codes requirements, and City's Insurance provider requirements. The team will determine seismic parameters, available water flow and pressure available at the project site, potential fire water service routes and prepare a narrative and plan documents.

Bollard Protection plan

TKDA will provide preliminary design recommendations for protecting the proposed infrastructure from vehicle or equipment impacts. Bollard barrier protection systems and/or fencing will be evaluated as proposed solutions to protect the City's investments.

Construction Management Support

Based on the RFP documents and email correspondence between the City and TKDA, the City of Porterville is requesting a Proposal for Construction Management Services for the Zero-Emission Maintenance Facility Project. Our team has reviewed the requirements outlined below and we fully understand the processes for which we are able to provide the Construction Management Services requested.

The Scope of Work for this Project includes General Construction Management Tasks, Planning, Management, and Project Closeout. Our scope of services includes, but not limited to:

- TKDA's full time Project inspector will monitor and perform inspection services in accordance with the approved plans and specifications
- On-site inspections throughout duration of the project.
- Maintain Inspector Job File of project during construction including plans, submittals, addenda, etc.
- Attend all project/construction meetings.
- Prepare daily reports and electronic distribution.
- Prepare timely semi-monthly reports and submit to the City.
- Monitor progress and completion of as-built drawings.
- Schedule testing and special inspection job activities.
- Verify all material delivered to the site relating to the project.
- Review and assist the District in verifying contractor's pay requests.
- Assist the City with close-out procedures.

Paul Gozar will be the Construction Manager for this Project. Paul has performed many of the same roles for similar projects and will work seamlessly with the City representatives overseeing the Project. Our team will provide submittal reviews, prepare inspection reports and safety audits, among the other general Construction Management Services requested in this RFP.

Paul Gozar works in both architecture and construction management for transit facility projects with over 29 years of experience. He is recognized for his adept handling of challenging development projects and the ability to meet difficult deadlines and financially manage projects. Paul has successfully implemented numerous projects of all sizes for BNSF Railway Company, Canadian National Railway, and Union Pacific Railway.

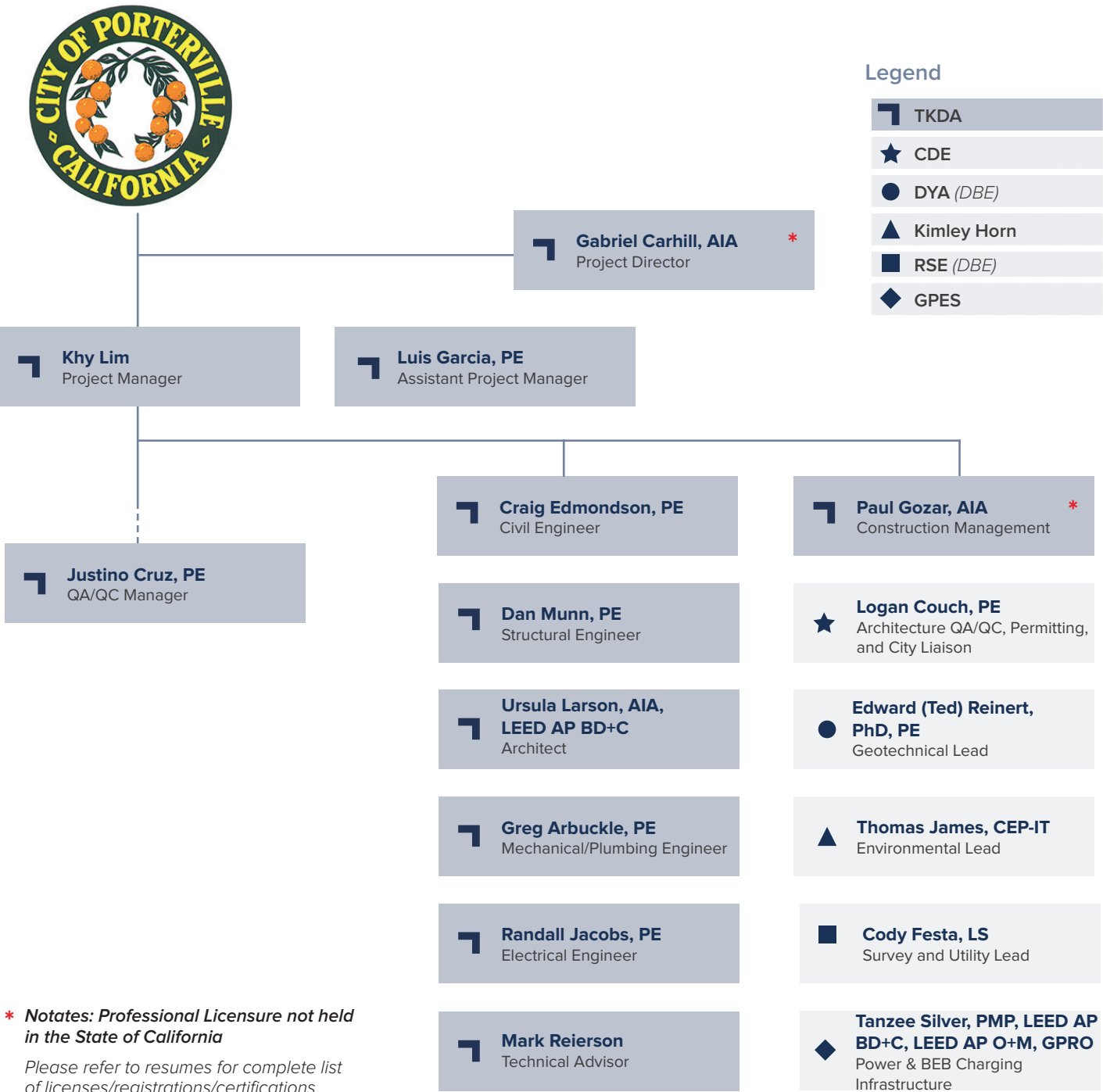
Construction Management Assumptions

- The proposed base fee assumes 16 month's expense in full operation (220 hours on weekdays, no weekends, 10-hour working days for 22 days per month.)
- Prevailing wage rate requirements may be applicable.
- Construction Material Testing and Inspection services are not included.

KEY PERSONNEL

TKDA will provide all project management for the duration of design services related to this project. As such, we will oversee and manage all work performed by our subconsultant partners. Strong project management is a specialty of our project teams and the reason behind more than a century of successful projects.

TKDA has an extensive history of managing unique teams, built to address the particular challenges of a specific project. Our Project Manager is the point person through which all client communication flows. Khy Lim, assisted by Luis Garcia will maintain the knowledge of the project, what is going on at all phases, and make sure the right players are engaged at the right time. In partnering with CDE, DYA, Kimley Horn, RSE, and GPES, we have provided the strongest team possible to support the City on this project. Our goal is that partner organizations remain close resources, allowing our firms to expand each other’s expertise and experience and strengthen each other’s ability to deliver a successful project.



Our Team at a Glance

Firm	Name	Role	Primary Responsibility	Registrations/Licenses/Certifications	Estimated Hours
TKDA	Khy Lim	Project Manager	Project management and administration, oversight of the project team, and communication with the City	N/A	168
	Luis Garcia	Asst. Project Manager	Assist with project management, administration, and communication with the City	Professional Engineer CA #84881	184
	Gabriel Carhill	Project Director	Executive project oversight and support	Architect*	68
	Justino Cruz	QA/QC Manager	Quality management plan and quality control oversight	Professional Engineer CA #80548	34
	Craig Edmondson	Civil Engineer	Discipline lead for civil design, oversight of the civil engineering and drafting team	Professional Engineer CA #95950	82
	Dan Munn	Structural Engineer	Discipline lead for structural design, oversight of the structural engineering and drafting team	Structural Engineer CA #4874 Professional Engineer CA #63042 LEED AP	92
	Ursula Larson	Architect	Discipline lead for architectural design, oversight of the architectural design and drafting team	Architect CA #41264 LEED AP BD+C	534
	Greg Arbuckle	Mechanical/Plumbing Engineer	Discipline lead for mechanical design, plumbing design, process piping, mechanical systems, and equipment	Professional Engineer CA #38279	277
	Randall Jacobs	Electrical Engineer	Discipline lead for electrical design, oversight of the electrical engineering and drafting team	Professional Engineer CA #16323	334
	Mark Reiersen	Technical Advisor	Mark will serve as the Technical Advisor and provide electrical program coordination	Minnesota Class A Master Electrician Minnesota Class A Journeyman Wireman	24
	Paul Gozar	Construction Management	Paul will provide the construction management services for the project	Architect*	
DYA	Edward (Ted) Reinert	Geotechnical Lead	Lead for geotechnical services	Professional Engineer CA #86311	100
Kimley Horn	Thomas James	Environmental Lead	Lead for environmental services	CEP-IT #47133219	47
RSE	Cody Festa	Survey and Utility Lead	Lead for survey services and utility coordination	Professional Land Surveyor CA #9340	52
GPES	Tanzee Silver	Power & BEB Charging Infrastructure	Lead for Power & BEB Charging Infrastructure	PMP. LEED AP BD+C, LEED AP O+M, Green Professional Certified Instructor (GPRO)	70
CDE	Logan Couch	Architecture QA/QC, Permitting, and City Liaison	City liaison, QA/QC Architecture, and Permitting	Professional Engineer CA #90046	200

*Notates: Professional Licensure not in the State of California



Khy Lim **Role: Project Manager**



Khy Lim is responsible for designing and managing projects for TKDA's rail and transit clients, which include UPRR, JPL/NASA, and BNSF Railway. With over 32 years of experience, he has designed numerous buildings for UPRR, such as the LATC Yard Office, UPRR Salt Lake Intermodal Facility, BNSF Los Angeles Intermodal Facility Maintenance Building, hostler charging stations, and Intermodal and Auto Parking Lot Expansion. His responsibilities encompass technical CADD support, building design, project coordination with engineers and owners, project management, coordination of construction permits with local governing agencies, and construction administration.

Project Manager/Designer, San Bernardino Intermodal Facility Ono Lead Track Extension, BNSF Railway, San Bernardino, CA

Construction coordination for a three miles lead track extension project, including excavation, grading and drainage improvements, drainage basin, track and turnouts demolition, track and turnouts installation, signal system, sound wall and sound absorptive gates, tubular steel fencing, utilities relocation, buildings demolition, streets demolition, new streets alignment, street lighting, and landscaping.

Project Manager/Designer, Stockton Intermodal Facility Expansion, BNSF Railway, Stockton, CA

TKDA provided design coordination and construction support services for a 14 acres chassis parking lot, 27 acres trailer stacking/parking lot expansion, 11 acres concrete production track concrete pavement, 20,000 feet of future production track, 10,000 feet of new storage track, 4,800 feet of Wye track, including excavation, grading, cement treating soil, aggregate base, subballast, drainage improvements, fire protection system, high mast lighting, fiber reinforced concrete pavement, concrete valley gutter, concrete curb and gutter, asphalt paving, utilities relocation, fencing improvements, k-rail protection, parking lot striping and pavement marking.

Project Manager, Electric Hostler Charging Stations at Hobart Yard, BNSF Railway, Commerce, CA

This project consisted of 10 new Hostler charging stations, including new electrical services, duct bank, switchboard, charging stations, striping, and signage.

Project Manager/Designer (2021-2023), BNSF Railway, San Bernardino Intermodal Facility Expansion (Former Swap Meet), BNSF Railway, San Bernardino, CA

TKDA provided design coordination and construction support services for a 17 acres trailer parking lot expansion, including excavation, grading and drainage improvements, asphalt paving, parking lot lighting, utilities relocation, fencing improvements, parking lot striping and pavement marking.

Project Manager/Designer, Commerce Intermodal Facility High Speed Rail Flyover Parking Lot Mitigation, BNSF Railway, Commerce, CA

TKDA provided design coordination for a 31 acre trailer parking lot mitigation, including excavation, grading and drainage improvements, asphalt paving, seal coating, high mast lighting, utilities relocation, In-gate check point, fencing improvements, k-rail protection, parking lot striping and pavement marking.

Project Manager, Electric Hostler Charging Station at San Bernardino Intermodal Facility, BNSF Railway, San Bernardino, CA

This project consisted of 10 new hostler charging stations, including new electrical services, duct bank, switchboard, charging stations, striping, and signage

Designer/Construction Support, San Bernardino Hostler Charging, BNSF Railway, San Bernardino, CA

Design and construction coordination for 18 electrical hostler charging stations, including new electrical services, duct bank, switchboard, charging stations, striping, and signage.

Education:

- Bachelor of Architecture, California State Polytechnic University

Certifications:

- BNSF Contractor Safety Orientation with Roadway Worker Protection
- eRailSafe
- Union Pacific Roadway Worker Protection



Luis Garcia, PE

Professional Engineer **CA #84881**, WA



Role: Assistant Project Manager

Luis Garcia manages and designs construction of railroad and transit infrastructure with over 11 years of experience. His experiences includes mainline and yard track, intermodal facilities, bridges/grade separations, and commuter rail projects on the West Coast. Luis' construction management experience includes pre-construction services, permitting preparation and support, interface with public agencies, on-site inspections, observation reports, RFI's, submittals, change orders, schedule management, conducting progress status meetings, and preparing close-out documents. His ability to develop strong client relationships in the field contributes to the timely delivery of successful projects.

Project Manager/Structural Designer, Modesto and Turlock Amtrak Passenger Platforms; BNSF Railway Company, Modesto and Turlock, CA

TKDA was selected to complete design engineering and construction management services for two new Amtrak Platforms at the existing Modesto and Turlock-Denair Amtrak Stations in northern California. Additionally, BNSF requested up to three options for pedestrian crossings be considered for conceptual design with one option proceeding to a 100% design: "Maze" double track crossing, center platform layout, and overhead pedestrian bridge crossing. Luis provided project management, structural design as well as coordination with CPUC, Caltrans, and several agencies.

Project Manager/Structural Designer, Merced to Stockton 2MT Segment 3 and Segment 4; BNSF Railway Company, Hughson, CA

This project was the construction of approximately nine miles of a second Main Line Track. Services included project management and structural design, coordination with CPUC, Caltrans, and several agencies to modify ten at-grade crossings along the corridor.

Third-Party Coordinator/At-Grade Crossing Liaison, National City RD/BD/Ethanol Transload/Blend; Kinley Construction Group/USD, CA

This project was the construction of transload facility. Luis provided coordination with CPUC, Caltrans, and several agencies to modify Civic Center Drive at-grade crossing.

Structural Designer, Merced 2nd Amtrak Platform; BNSF Railway Company, Merced, CA

This project was the construction of a second passenger platform. Luis provided design and construction management services, coordination with CPUC, Caltrans, and several agencies.

Project Manager, L.A. Union Station Security Enhancements; Amtrak, Los Angeles, CA

This project improved the overall security to reduce risk of threats at L.A. Union Station. Luis provided multidisciplinary design coordination to address the station vulnerabilities. Scope included bollard protection, lighting enhancements, surveillance cameras, access control, and historical preservation review.

Project Manager, Sacramento Valley Station Security Enhancements; Amtrak, Sacramento, CA

This project improved the overall security to reduce risk of threats at Sacramento Valley Station. Luis provided multidisciplinary design coordination to address the station vulnerabilities. Scope included, bollard protection, lighting enhancements, surveillance cameras, access control, and historical preservation review.

Project Manager and Design Reviewer, L.A. Metro Gold Line Foothill Extension - Phase 2B; BNSF Railway Company, Glendora to Montclair, CA

This project constructed several railroad overpass grade separations. Luis reviewed girder erection plans and critical lift plans.

Education

- Master of Science, Civil Engineering, California State Polytechnic University
- Bachelor of Science, Civil Engineering, California State Polytechnic University

Certifications

- Amtrak Engineering Contractor Orientation With Roadway Worker Protection
- BNSF Contractor Safety Orientation With Roadway Worker Protection
- eRailSafe
- FRA Part 219 Alcohol and Drug Use For All Roadway Workers



Gabriel Carhill, AIA

Architect DE, FL, IL, MN, TX, WA

Role: Project Director

Gabriel Carhill designs and manages architectural projects with 19 years of experience. He is experienced in rail, industrial, and commercial projects and excels in coordinating large and diverse teams of designers and engineers. Gabe consistently delivers cost-effective design solutions for clients. He provides programming and planning, cost/benefit analysis, design development, construction documents, permitting and bidding, and construction management, serving as an on-site architectural representative. He led the adaptation of BIM software to deliver a comprehensive solution throughout a project.



Project Manager/Project Architect, King Street Maintenance Facilities Upgrades; Amtrak, Seattle, WA

Managed and provided architectural and engineering design services, master planning, as well as construction management for facilities, track, and utilities improvements throughout the yard. Work began in 2009 and has continued in a multi-phased approach to preserve existing operations while expanding capacity for future expansion of yard operations. Projects include yard utilities, wayside services, new facilities, buildings, locomotive shop, track expansions, inspection pit and equipment rehabilitations, demolition and decommissioning. Work requires coordination among many stakeholders, including Sound Transit, WSDOT, and the City of Seattle. Currently overseeing the construction of a track reconfiguration and wayside services for the yard, including coordination for public road closures and coordination with SDOT.

Project Manager, Miami Station Relocation; Amtrak, Miami, FL

Currently overseeing the design to address accessibility and long-term issues in the newly relocated station, including platform repairs, signage replacement, replacement of the HVAC system, updates of all restrooms, and acoustical design for the passenger waiting area for the station. All platform and station lighting will be replaced and a separate utility service metering will be installed for the station and platform.

Project Architect, Corwith Intermodal Building; BNSF Railway, Chicago, IL

Provided preliminary design and assessment for modifications to existing and new facilities to support continued growth and expansion for the intermodal operations.

Project Manager, Yard Office Fire Assessment; BNSF Railway, Alliance, NE

Provided assessment, design and construction services for the replacement of a fire casualty building, relocating critical operations and consolidation of personnel across several buildings at the facility, and demolishing the existing fire-damaged building.

Project Manager, WMF ACS-64 Locomotive Commissioning Facility; Amtrak, Wilmington, DE

Provided architectural and engineering design services for a new 16,000 SF facility to commission and service the new Siemens ACS-64 Locomotives. Project required close work with local stakeholders and environmental coordination, due to existing contamination in the yard, as well as reconfiguration of existing catenary systems for the southwest area of the yard. In addition, utility transmission lines and yard utilities were relocated and reconfigured to accommodate the new building. A new kirk-key system was developed to allow for the catenary service lines to run through the building for commissioning of the equipment.

Project Manager, SAS ADA and Station Improvements; Amtrak, San Antonio, TX

Provided architectural and engineering design and construction services to replace the existing ticket window; the scope was expanded to include an update of all the restrooms and new flooring and painting throughout the passenger waiting areas. Recent additional scope includes exterior canopy additions, paving replacement, and a complete replacement of the buildings HVAC systems.

Education

- Bachelor of Architecture, Illinois Institute of Technology

Certifications

- BNSF Contractor Safety Orientation With Roadway Worker Protection

- eRailSafe
- OSHA 10 HR
- Union Pacific Roadway Worker Protection



Justino Cruz, PE
Professional Engineer **CA #80548**



Role: QA/QC Manager

Justino Cruz manages rail projects in TKDA's West Coast branch with over 20 years of experience. He is an expert at developing solutions for the railroad and transit industry that deliver lasting value, including new construction, consulting support, maintenance, rehabilitation, operational and logistic strategies, and cost-benefit analysis. Justino provides engineering design services to Class I railroads, short-lines, regional and commuter agencies, port authorities, business and industrial parks, trans-loading and intermodal entities, and rail-served industries. Justino is a valuable team member in all areas of multi-disciplinary transportation projects including Quality Assurance/Quality Control and implementing measures to ensure projects meet safety, time, and budget expectations for a successful construction phase.

Quality Assurance Manager, Hostler Charging San Bernardino IMF; BNSF Railway, San Bernardino, CA

Design for installation of six 180kW Level 3 DC fast chargers with three dispensing spots each (total of 18 charging stalls) for charging hostler trucks. Project included conceptual design and provisions for a second phase for an additional 15 chargers.

Quality Assurance Manager, Work Order Condition Assessments; King County, WA

This project involves undertaking condition assessments across the various transit facilities within King County. This contract allows King County Metro to report to the FTA and informs better asset management practices. Contract responsibilities include project management (schedule, cost, quality, and resource management); technical review of deliverables and cost estimates; contract management; and overseeing the diversity and equity and DBE reporting/administration.

Quality Assurance Manager, Building Assessment Program; BNSF Railway, Nationwide

TKDA has provided annual visual, non-destructive inspection and condition assessment of buildings/facilities across the BNSF 30,000-mile rail network since 2020. This includes maintenance-of-way buildings, crew facilities, offices, depots, and administrative buildings as well as all the supporting systems.

Quality Assurance Manager, BNSF Coordinator, Ono Lead Track Extension; BNSF Railway, San Bernardino, CA

Engineering Design and Construction of fourth lead track along 4.3 miles of existing BNSF corridor north to the existing San Bernardino Intermodal Yard.

Various improvements and modifications (storm water drainage/water quality, circulation/roadway, signal, sound walls, and utility) that are ancillary and related to the lead track extension are included on the project. To accommodate the proposed improvements, partial and full property acquisitions are required outside the BNSF right-of-way, making the community outreach and third-party coordination of the utmost importance.

Engineering Design Review, LA Metro Gold Line Foothill Extension Phase 2B; BNSF Railway, Los Angeles, CA

Engineering Design review on behalf of BNSF Railway for L.A. Metro Gold Line Track Extension. Metro's plan for better transit includes the Foothill Extension project which will provide 12.3 miles of new rail to the east beyond the current end point of the L Line in Azusa, and added stations in the cities of Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair. Design review included Track Plan Sets, Special Trackwork and Issued for Bid Packages.

Rail Lead, King Street Maintenance Facilities Upgrades, Amtrak, Seattle, WA

Engineering design for expansion and Track No.2 realignment at the existing King Street Coach Yard facility and assisting with construction for the next phase of track reconfiguration and wayside services for the yard, including coordination for public road closures and coordination with SDOT, as well as providing Construction Phase Services.

Education

- Masters of Engineering, Construction Engineering and Management, University of Michigan
- Bachelor in Civil Engineering, Universidad Iberoamericana, Mexico DF

Certifications

- Amtrak Engineering Contractor Orientation With Roadway Worker Protection
- BNSF Contractor Safety Orientation With Roadway Worker Protection
- eRailSafe
- Union Pacific Roadway Worker Protection



Craig Edmondson, PE

Professional Engineer **CA #95950**, AZ, ID, MN, MT, NV, OR, UT, WA



Role: Civil Engineer

Craig Edmondson is a Project Manager for TKDA's West Coast Rail Division. A Professional Engineer in California and numerous additional West Coast states, Craig has garnered multi-faceted experience working across Australia, the Middle East, and North America on high-speed rail, heavy rail, light rail, monorail, commuter rail, and freight rail (bulk/intermodal) projects.

With a background in track engineering and utilities, he has served in numerous design management and project/program management roles from initial scoping, bidding, and feasibility all the way through conceptual/preliminary engineering to construction phase support. He has extensive experience in establishing project management systems and overseeing projects/programs/design packages of capital values in the tens of thousands, to projects with capital values exceeding \$1B.

Project Manager, Metro Transit Assessments; King County Metro, Seattle, WA

TKDA is providing multidisciplinary condition assessments for the KCM transit facilities, reporting on the State of Good Repair (SGR) and facilitating compliance with the FTA best practices and FTA Transit Asset Management (TAM) Final Rule. The contract involves performing visual inspections, finon-destructive testing, identifying deficiencies, updating the EAM database, producing High Level Condition Assessment Reports, cost estimates for repairs and replacement, and fireplacement specifications.

Assistant Project Manager/Track Lead, 3MT Martinez to Bear Valley Road; BNSF Railway, CA

The 3MT Martinez to Bear Valley Road Project is a freight capacity expansion project adding a third main track, approximately 13 miles in length and two staging tracks of approximately 5 miles in length, in the BNSF Cajon Subdivision. Craig is providing project management, third-party coordination, overseeing DBE reporting/administration, leading the track design, and leading sustainability design efforts.

Lead Track and Civil Engineer, Watson Yard, BNSF Railway, Wilmington, CA

Construct new office building to support BNSF Wilmington staff. Designed the plumbing system for this new office building.

Program Management Consultant, Sepulveda Transit Corridor PDAs; Los Angeles County Metropolitan Transit Authority (LACMTA), CA*

The Sepulveda Transit Corridor Project is a fixed guideway transit service running between the San Fernando Valley and Los Angeles International Airport through the westside of Los Angeles. Craig's responsibilities included:

- Project management/rail engineering/P3 procurement technical advisor
- Oversight of project controls, document control, quality/requirements management, managing reviews of all PDA/environmental deliverables
- Setting up and developing project management processes/systems including; work breakdown structure, document control, project management plan, file management systems, project charter, quality/requirement management, budget, and schedule
- Interdepartmental coordination between the various Metro departments, external third parties and stakeholders
- Managing cost estimates including capital estimates, lifecycle rehab and replacement, operational and maintenance

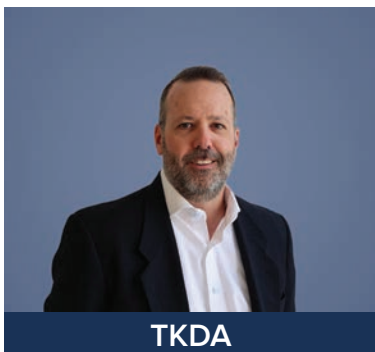
**Completed with previous employer*

Education

- Bachelor of Engineering (Civil) (Hons), University of New South Wales
- Bachelor of Commerce (Accounting), University of New South Wales

Certifications

- Amtrak Engineering Contractor Orientation With Roadway Worker Protection
- BNSF Contractor Safety Orientation With Roadway Worker Protection
- eRailSafe
- Union Pacific Roadway Worker Protection
- UPRR SMS Training 2023



Dan Munn, PE, SE, LEED AP

Structural Engineer **CA #4874**, WA

Professional Engineer **CA #63042**, AZ, MD, MI, TX, WA

Role: Structural Engineer

Dan engages professional partners regionally in the planning and implementation of engineering design projects and renewable energy installations. He works directly with Design Build solar EPC contractors as a design expert for solar installations and works directly with owners as the Owner's engineer and Construction Manager to prepare solar RFPs for design-build solicitation, perform design Peer Reviews, and for Manufacturer engagement. He has led the design of over 100 solar plants from traditional rooftops to some of the most unique façade applications for iconic structures. Recent designs include multi-site solar and renewable energy systems throughout seven Seattle Public Schools, a custom 6-megawatt tiled roof and façade system at Google Corp's Bayview Headquarters, and a 6.4-megawatt rooftop solar system for the Mandalay Bay Resort and Conference center in Las Vegas, the largest rooftop solar plant in the US at the time.

Dan acted as Owner's Engineer and pioneered a combined Energy Efficiency and Energy Production project with a partner in NRG Energy for Patterson Logistics at their Dinuba, CA plant. This was a first-of-its-kind project to have an on-the-bill financed holistic energy project for NRG. The combined projects resulted in net utility savings on day 1 and over \$1 million in savings over the term of the agreement for Patterson Logistics.

With over 25 years of experience in structural engineering across thousands of projects, as well as 14 years dedicated to renewable energy, Dan brings invaluable expertise as the discipline lead for this project.

Project Manager/Structural Engineer, Seattle Public Schools Rooftop Solar 850kWdc Over Six Rooftops, Seattle Public Schools, Seattle, WA*

Project Manager/Structural Engineer, Waukegan School District Rooftop Solar Design 750 kWdc over five (5) sites, Waukegan School District, Waukegan, IL*

Project Manager/Structural Engineer, Palomar Health Escondido and Poway Campus solar planning design-3.7MWdc, Escondido, CA

Project Manager/Structural Engineer, Kaiser Permanente Municipal Portfolio 2.3 MWdc-12 sites, Los Angeles, CA*

Project Manager/Structural Engineer, MGM Mandalay Bay Photovoltaic Array-6.4 MWdc, Las Vegas, NV*

Project Manager/Structural Engineer, FedEx Field PV Array for Washington Redskins-2.0 MWdc, Landover, MD*

Project Manager/Structural Engineer, El Toro Exports PV array ground mount-2 MWdc, El Toro, CA*

Project Manager/Structural Engineer, Solar Campus wide solar PV roll-out, Confidential Client, CA

**Projects performed with previous employer.*

Education

- Bachelor of Science, Civil Engineering, Arizona State University



Ursula Larson, AIA, LEED AP BD+C

Architect **CA #41264**, DC, IA, KY, MN, TX, VA



Role: Architect

Senior Project Architect, Project Manager, and Sustainability Specialist
Ursula Larson is an experienced designer who specializes in educational, governmental, and military facilities. A strong advocate for environmentally responsible design, she helps clients optimize their facilities with solutions for lessening their environmental impact and lowering their operating expenses. For LEED certification and/or Minnesota Better Buildings and Beyond (MN B3) project compliance, Ursula informs the client and design team on sustainability requirements, provides options for achieving, oversees the final documentation process.

Project Architect and Sustainability Specialist Northfield Truck Station; MnDOT, Northfield, MN

The \$5.5M, 8,000 SF MnDOT Truck Station includes fleet bays and wash bay area for the general upkeep and storage of fleet vehicles as well as an adjacent administrative area with a crew room, private office, and locker area. Responsible for the building envelope design and detailing, exterior and interior material selection, floor plan finalization and detailing, code analysis, and adherence to MN B3 Guidelines which included an outbuilding PV array. Authored and/or highly edited specifications for sustainability requirements, provided multi-discipline design coordination, and oversaw the online B3 version 3.2r01 documentation process.

Sustainability Specialist, LEED Assessment and Energy Savings Study; BNSF Railway Company, Willow Springs, IL and Haslet, TX

Initially using LEED v4.0 BD+C as a basis of sustainable design, two common BNSF Railway building types were assessed for their level of adherence which included a maintenance-of-way (MOW) facility concept design at Willow Springs, Illinois and an employee building concept design at Haslet, Texas. The resultant study focused on select roof and wall upgrades that might lower energy demand and operational costs. Responsible for determining the roof and wall upgrade assemblies and their associated costs. Co-authored the study outlining results and recommendations.

Project Architect, Liquefied Natural Gas Plant Control Building; Confidential Client, MN

The project includes the design and construction of a new Control Building for facility operations. Responsible for field verification, code analysis, plan right-sizing, architectural design and detailing, discipline coordination, and architectural specifications.

Sustainability Specialist, Saint Paul Paul Service Center; Confidential Client, MN

The project includes the design and construction of a new 325,000 GSF Service Center replete with offices, conference and training rooms, industrial shops, vehicle work bays, and parking garage, and roof top solar array. Project is to be certified LEED v4.1 BD+C Silver and contribute to the overall "The Heights" community v4.1 LEED for Communities: Plan and Design Platinum certification. Responsible for initial building envelope design, initial code analysis, LEED credit coordination/tracking, architectural specifications, and technical QA/QC. Project is in CD phase.

Project Architect, Building 005 Mogul 2 Install Project; Confidential Client, IA

The project involved the installation of a large piece of equipment integral to adhesive manufacturing. Responsible for hazard occupancy code analysis involving multiple industrial ingredients, floor and roof plans, rated wall penetrations and openings, associated detailing, specification editing, and multidisciplinary coordination.

Education

- Master of Architecture, University of Virginia
- Bachelor of Arts, Art History; Philosophy, University of Wisconsin - Madison

Certifications

- Green Building Certification Institute, LEED Accredited Professional, Building Design and Construction
- NCARB
- Passive House Institute Certified Passive House Technician (PHT)



Gregory Arbuckle, PE

Professional Engineer **CA #38279**, IL, WA



Role: Mechanical/Plumbing Engineer

Gregory is an experienced engineer with excellent oral, written, and communication skills. Though able to work independently and with little direction, he succeeds in a team environment. Gregory has excellent organizational and time management skills, as well as experience with industry relevant programs, including Revit, Autocad, and Autocad MEP.

Mechanical Engineer, Yard Office Facility, BNSF Railway, Amarillo, TX

New office building to support BNSF Amarillo staff. My tasks included generating heating and cooling load calculations, equipment and duct layout, and equipment selection consisting of DOAS and VRF systems. Designed a plumbing system consisting of domestic water, sanitary drainage and gas.

Mechanical Engineer, Miami Station Relocation, Amtrak, Miami, FL

Currently overseeing the design to address accessibility and long-term issues in the new relocated station, including platform repairs, signage replacement, replacement of the HVAC system, updates of all restrooms, and acoustical design for the passenger waiting area for the station. All platform and station lighting will be replaced and a separate utility service metering will be installed for the station and platform. Gregory is designing the replacement of the existing constant air volume HVAC system with a DOAS and VRF system to provide higher efficiency system and improve airflow throughout the building.

Mechanical Engineer, Watson Yard, BNSF Railway, Wilmington, CA

Construct new office building to support BNSF Wilmington staff. Designed the plumbing system for this new office building.

Mechanical Engineer, NS Enola Yard West End Office, BNSF Railway, Enola, PA

Construct new crew facility to support railway staff. My tasks included generated heating and cooling load calculations, equipment and ductwork sizing and layout, and equipment selection. Design of domestic water and sanitary drainage systems.

Mechanical Engineer, California B18 Diesel Tower HVAC Evaluation, BNSF Railway, Barstow, CA

Assess the building's existing HVAC systems and provide a report summarizing current conditions, recommendations for system replacement and associated high level cost estimates.

Mechanical Engineer, Phoenix Building 2 General Assessment, BNSF Railway, Phoenix, AZ

Assess the existing building for air conditioning improvements. As part of the assessment provided a report summarizing current conditions, options for improvements and level cost estimates.

Mechanical Engineer, TE and High Edit Lab, Confidential Client

New office and laboratory renovation and expansion. Generate heating and cooling load calculations. Design the plumbing system for building expansion including domestic water, RO and soft water expansion, sanitary and storm drainage.

Mechanical Engineer, Service Center, Confidential Client

Design domestic water, sanitary and storm drainage, and natural gas system for new service center and fleet buildings.

Mechanical Engineering Associate III, City of Los Angeles, Bureau of Engineering, Los Angeles, CA*

Designed process pumps, pipes, and tanks for the City's Capital Improvement wastewater projects

**Projects performed with previous employer.*

Education

- Bachelor of Science, Mechanical Engineering, California State Polytechnic University, Pomona, CA

Certifications

- BNSF Contractor Safety Orientation With Roadway Worker Protection
- eRailSafe
- ENV SP Certified
- ICC Mechanical Plans Examiner Certified



Randall Jacobs, PE, LC, LEED AP



Professional Engineer CA #16323, AL, AZ, CO, CT, DC, FL, IL, IA, MN, MO, MD, MT, NE, ND, NC, NM, Nova Scotia (Canada), OH, OK, PA, SC, SD, Saskatchewan (Canada), TX, WI, WY, and NCEES

Role: Electrical Engineer

Randy Jacobs designs electrical power, lighting, and communications systems with 37 years of experience. He is experienced in medium- and low-voltage power distribution for industrial, commercial, education, government, and healthcare facilities including the design of electrical systems for hazardous locations. He is also a certified lighting designer experienced in lighting performance, photometry, and control. Experience with low voltage communications systems include Fire Alarm, Public Address, CCTV, Telephone, Data, and Access Control systems.

In addition to the design of electrical systems for new and renovated buildings and campuses, he has performed peer reviews, commissioning services, power analysis studies, pre-design studies, master planning, and lighting redesign studies. Power analysis studies include Arc Flash Analysis, Fault Current Analysis, and Overcurrent Protective Device Coordination studies.

Electrical Engineer, Vehicle Charging Stations 2021, Confidential Client, Multiple Locations, US

The project included providing 68 Level 2 electric vehicle chargers for fleet vehicles across 8 locations in Minnesota and Wisconsin. Tasks included new electrical service, electrical distribution equipment and circuiting to chargers.

Electrical Engineer, Vehicle Charging Stations 2024, Confidential Client, Multiple Locations, US

Following up to the 2021 project this project expanded the fleet vehicle EV conversion with adding 411 Level 2 chargers and 45 Level 3 DC fast charging location across 41 locations located in Minnesota, Wisconsin, Michigan, North Dakota, and South Dakota. Tasks included new electrical service, electrical distribution equipment and circuiting to chargers.

Electrical Engineer, Johnson High School Mechanical and Electrical Upgrades, Saint Paul Public Schools, Saint Paul, MN

The project replaced and upgraded Johnson High School's original building HVAC and electrical systems, which had exceeded their useful life expectancy. The project began with a predesign to evaluate and refine the scope of work, construction budget, and project schedule. Once completed, services were extended to include design and construction administration.

The project included the installation of approximately 30 new air handling unit, and a new electrical service. A geothermal system was implemented to provide air conditioning for the school, which it previously did not have. The geothermal system also provided part of the building's heating needs.

Electrical Engineer, Tashjian Bee Discovery Center Minnesota Landscape Arboretum, University of Minnesota, Chanhassen, MN*

This 7, 530 SF building at the Minnesota Landscape Arboretum incorporated Passive solar, radiant floor heating and cooling, ground source heat pumps, and solar photo voltaic panels to achieve a near net zero building. The building and site included pollinator gardens and active honeybee hives with interior teaching space and honey extraction.

Electrical Engineer, Olbrich Botanical Gardens Fautschi Family Learning Center, City of Madison, WI*

This project included the replacement of the original 1992 greenhouse and added an 8,500-sf, 2 story learning center expansion. The project included a 60,000-gallon cistern beneath the learning center for rain water capture which provides 75% of the greenhouse water needs. The building was NEED-NC v.3 Platinum and designed to use 61% less energy than the baseline and featured a radiant floor system and Solar Photo Voltaic roof array.

**Projects performed with previous employer.*

Education

- Master of Science, Electrical Engineering, University of Minnesota
- Bachelor of Electrical Engineering, University of Minnesota

Certifications

- Amtrak Engineering Contractor Orientation With Roadway Worker Protection
- Lighting Certified Professional (LC)
- LEED AP



Mark Reiersen

Minnesota Class A Master Electrician
Minnesota Class A Journeyman Wireman



Role: Technical Advisor

Mark Reiersen leads and supports electrical engineering projects with 23 years of experience. With over 12 years of practical fieldwork as a licensed master electrician, Mark offers a unique perspective crucial for project design. He has a proven track record of sophisticated system commissioning, complex system troubleshooting, and system design. In his current role, Mark spearheads design teams and offers technical guidance on projects in the burgeoning realm of emerging technologies, with a focus on supporting the advancement of zero-emission technologies.

Electrical Designer (2024), Hostler Charging San Bernardino IMF; BNSF Railway, San Bernardino, CA

Provided design for installation of six 180kW Level 3 DC fast charger with three dispensing spots each (total of 18 charging stalls) for charging hostler trucks. Project included conceptual design and provisions for a second phase for an additional 15 chargers.

Electrical Designer (2023), Hostler Charging South Seattle IMF; BNSF Railway, Seattle, WA

Provided design and construction management for installation of four 300kW Level 3 DC fast charger with three dispensing spots each (total of 12 charging stalls) for charging hostler trucks. Project included provisions for one additional charger.

Electrical Designer (2022), Hostler Charging Stockton IMF; BNSF Railway, Stockton, CA

Provided design and construction management for installation of five 180kW Level 3 DC fast charger with three dispensing spots each (total of 15 charging stalls) for charging hostler trucks. This project resulted in the terminal being one of the first fully electrified hostler fleets in North America.

Project Manager (2019-2020), California Air Resources Board (CARB) Electrified Infrastructure – Stockton IMF; BNSF Railway, Stockton, CA

Provided design and construction management for three 60kW hostler fast chargers and one shore power connection for a hybrid RTG at the Stockton Intermodal Facility.

Project included provisions for future build-out of ten hostler fast chargers and five RTG shore power stations. Coordination with utility on new service to feed the charging equipment. Mark provided project management and electrical design services for this endeavor.

Project Manager (2019-2020), CARB San Bernardino IMF; BNSF Railway, San Bernardino, CA

Provided design and construction management for one drayage truck charger and one side-loader charger. Coordination with utility on new transformer at the side loader area, installation of service equipment and feeder to side loader charger, installation of side loader charger, provided feeder and service equipment for Dray charger, and installation of Dray charger. Mark served as the project manager for the entire project.

Project Manager (2022), Electrification Concept; BNSF Railway, Oakland, CA

Provided conceptual design and cost estimates for installation of a 300kW Level 3 DC fast charger with three dispensing spots for charging hostler trucks. Mark served as the project manager for this project.

Education

- Bachelor of Science, Electrical Engineering Technology, Excelsior College
- Journeyman Inside Wireman Apprenticeship Program, Minneapolis Electrical J.A.T.C.

Certifications

- Amtrak Engineering Contractor Orientation With Roadway Worker Protection

- BNSF Contractor Safety Orientation With Roadway Worker Protection
- EPRI Certified Instrumentation Technician
- eRailSafe
- METRA Safety
- Norfolk Southern Roadway Worker Protection
- OSHA 10-Hour Safety
- Roadway Worker Protection
- TWIC (Transportation Worker Identification Credential)
- Union Pacific Roadway Worker Protection



Paul Gozar, AIA

Minnesota Class A Master Electrician
Minnesota Class A Journeyman Wireman



Role: Technical Advisor

Paul Gozar works in both architecture and construction management for railroad projects with over 29 years of experience. He is recognized for his adept handling of challenging development projects and the ability to meet difficult deadlines and financially manage projects. Paul has successfully implemented numerous projects of all sizes for BNSF Railway Company, Canadian National Railway, and Union Pacific Railway.

Construction Manager, MTF DFO Tank Addition, BNSF Railway, Belen, NM

This project added two (2) new 3 million gallon DFO storage tanks with truck unload/loadout pad, tank farm liner, tank car unloading, with IW storage tank, grit chamber, and lift station.

Construction Manager, LMIT Argentine Yard, BNSF Railway, Kansas City, KS

Overall facility upgrades involving two (2) wheel truing machine pits, electrical upgrades, additional locomotive track storage, life and egress safety, new exterior cladding, new washbay, new wheel garden, new HVAC rooftop units, and exhausting system.

Construction Manager, Service Platform Rehabilitation, BNSF Railway, Corwith, IL

Construction Administration Services for the TKDA designed service platform rehabilitation in Corwith, IL.

Construction Manager, Industrial Waste System Improvements, BNSF Railway, Lincoln, NE

Evaluation and rehabilitation of BNSF's Industrial Wastewater Infrastructure at Hobson Yard located in Lincoln, NE.

Construction Manager, Glasgow Subdivision, BNSF Railway, various locations

TKDA provided design, survey, and construction management.

Construction Manager, Environmental Improvements - Allouez Facility, BNSF Railway, Superior, WI

Provided construction management services during environmental improvements.

Construction Manager, Industrial Waste System Rehabilitation, BNSF Railway Company, Spokane, WA

Provided on site construction management service during IWS evaluation and provided design services for rehabilitation of existing system.

Construction Manager, Roundhouse Fueling Platform and WB DTL Truck Loadout, BNSF Railway, Belen, NM

Provided on-site construction management services.

Construction Manager/Field Inspector, 2010 Pipeline Field Inspection, BNSF Railway Various Locations

Provided site inspection at various BNSF yards. Visually inspected pipelines, tanks, and buildings. Using the data collected on-site, a database was created and provided to the client to manage upgrades, maintenance, and replacement of pipelines and equipment, and further quality control. On-going training and updates for the database was provided.

Education

- Master of Science, Civil Engineering - Construction Management Option, University of Illinois
- Master of Architecture (1995), Practice and Technology Option, University of Illinois

Certifications

- BNSF Contractor Safety Orientation With Roadway Worker Protection

- eRailSafe
- OSHA 30-Hour Safety
- FRA Part 219 Alcohol and Drug Use For All Roadway Workers



Logan Couch, PE

Professional Engineer **CA #90046**

Role: Architecture QA/QC, Permitting, and City Liaison

Logan Couch chose the field of engineering out of high school and pursued the career starting with an internship during college. After working for municipal agencies and private companies he partnered with Dennis Townsend in the established firm of Townsend Architectural Group. Becoming the senior partner, they changed the name to reflect the new engineering emphasis. As the CEO of Centerline Design & Engineering, Logan's responsibilities include business management, civil engineering and staff oversight of the preparation of construction documents and contracts. Logan's previous work with the City of Porterville combined with the long-standing business operation of Townsend Architectural Group has been a benefit for multiple projects over the years.



CEO, Centerline Design & Engineering (CDE), Porterville, CA

Representative Projects:

Porterville Fairgrounds, Porterville, CA
International Ag Center Pavilion C, Tulare, CA
Carroll's Tire Warehouse, Porterville, CA
PSW Bus Barn and Maintenance Facility, Porterville, CA
Walmart Distribution Center Pallet Facility, Porterville, CA
Porterville Storage, Porterville, CA
Bank Of Sierra, Porterville, CA/ Tulare, CA/ Selma, CA
Trilogy, Visalia, CA
Holy Cross Catholic Church, Porterville, CA
Hillside Community Church, Porterville, CA
Shields Ave. Industrial Park, Fresno, CA
Terra Bella Rural Health Clinic, Terra Bella, CA
Del Taco, Porterville, CA
Westwood Paradise Housing, Porterville, CA
Nupchi Xo'oy Housing Project, Porterville, CA

Assistant Engineer, City of Porterville, CA

Associated Design and Engineering, Flagstaff, AZ

Construction Worker, ALC Construction, Porterville, CA

Education

- Master of Science, Civil Engineering, California State University, Fresno, CA
- Bachelor of Science, Northern Arizona University



Edward (Ted) Reinert, PhD, PE

Professional Engineer CA #86311



Role: Geotechnical Lead

Dr. Ted Reinert has 11 years of project experience in geotechnical engineering. His project experience includes application of geotechnical engineering techniques and principles to soil mechanics, shallow and deep foundations, slope stability, shoring and excavation, earth pressures, subsurface investigations, and soils laboratory testing. He has performed literature reviews regarding various landslides, failed excavations, and residential damage due to settlement in Southern California. His 9 years of experience at DYA has encompassed a wide variety of projects, including pavement design and rehabilitation, rail and transit facilities and stations, including zero emissions charging infrastructure and stations; highway express lanes, grade separations and bridges; airport facilities, runways, and roadways; groundwater and wastewater systems; levee inspections; and harbor maintenance dredging.

Geotechnical Manager, Electric Bus Charging Infrastructure at Division 18, L.A. Metro, Los Angeles, CA

Geotechnical manager for the design of an overhead bus charging structure system at Division 18 bus yard, conduit runs, and equipment supports for the charging equipment to support Metro's plans to operate zero emission transit buses on the J (Silver) Line. The proposed project will include: a high-capacity charging system; two hundred and twenty-one (221) bus storing charging positions supported by seventy-four (74) 180 kW chargers via an overhead gantry system; three (3) bus storing charging positions in the existing fuel lanes supported by three (3) 450 kW chargers; underground conduits; and equipment pads for charging equipment.

Geotechnical Manager, Transportation and Public Works Facility, City of Commerce, Commerce, CA

Geotechnical manager for the proposed CTPWF, which will accommodate the future maintenance, operations, and administrative functions. The project will also address the capacity constraints of the City's existing facility, including accommodating the operation of a zero-emission bus fleet. DYA provided geotechnical engineering services for the project, which includes a two-level building for maintenance and administration/operations, a parking deck to the west of this building, and Non-Revenue Wash and Chassis Wash facilities beneath the parking deck.

Ted provided project direction and management for the data review, subsurface investigation, laboratory testing, engineering analyses; and he prepared the geotechnical report with recommendations, including a site-specific seismic analysis.

Geotechnical Manager, El Monte Bus Station and Division 9 Center Zero Emissions Bus (ZEB) Charging Infrastructure, Metro, El Monte, CA

Geotechnical manager for an overhead bus charging structure system at Lot A, panel integration system, underground equipment pad for the charging equipment, and best management practice (BMP) structures for low-impact development (LID) for the Division 9 Center; and a charging mast foundation, underground conduit, and equipment pad for charging equipment at the El Monte Station.

Geotechnical Manager, Operations Facility Replacement, SunLine Transit, Thousand Palms, CA

Geotechnical manager for the proposed operations facility replacement project. The new proposed facility will consist of a 9,300 SF single-story masonry building and an associated parking area. DYA provided geotechnical engineering services.

Education:

- PhD, Civil and Environmental Engineering, University of California, Los Angeles
- Master of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles

Certifications:

- OSHA Health and Safety Training
- 40 Hour Hazwoper



James Thomas, CEP-IT

CEP-IT #47133219

Role: Environmental Lead

James Thomas is a planner with six years of experience that includes park development and evaluation of proposed projects for impacts on adjacent land uses. Additionally, James has extensive experience working on infill residential and infrastructure projects. Though James has worked across most areas of CEQA analysis, James specializes in scoping, public service, and population impacts from development projects. James previously worked for an earthwork company and interned for a city planning department, giving him unique insight into construction practices and the entitlement process, respectively.

Analyst, Initial Study/Mitigated Negative Declaration, City of Gardena, Gardena, CA

Analyst, Initial Study/Mitigated Negative Declaration, City of Gardena, Gardena, CA

Analyst, Transit-Oriented Specific Plan, Environmental Impact, City of Gardena, Gardena, CA

Task Manager, Normandie Crossing Specific Plan, EIR, City of Gardena, Gardena, CA

Project Manager, Ono Lead Tracks Extension, EIR, BNSF Railway, San Bernardino, CA

Project Manager, Stowell Ranch Wetland Restoration Project, Categorical Exemption, Los Angeles County, CA

Task Manager, Project Ollie, IS/MND, Severfarm, El Segundo, CA

Analyst, 6th Cycle Housing Element Update, EIR, City of Del Mar, Del Mar, CA

Analyst, Plant 3a Expansion Project, IS/MND, City of Mission Viejo, Mission Viejo, CA

Task Manager, Kanan Road/Agoura Road Intersection Roundabout, IS/MND, City of Agoura Hills, Agoura Hills, CA

Task Manager, Civic Center Wastewater Treatment Facility Phase II Expansion, EIR, City of Malibu, Malibu, CA

Education:

- Bachelor of Arts and Environmental Studies, California State University, San Marcos

Certifications:

- CEP-IT



Cody Festa, LS

Professional Land Surveyor **CA #9340**



Role: Survey and Utility Coordination Lead

Cody Festa has more than 19 years of survey and project management experience and has provided survey management for several RSE rail projects. His railroad survey experience includes right-of-way engineering, capital improvement construction management (survey), mapping railroad and rail facilities, railroad ROW surveys, control surveying including conventional surveying and GNSS systems. In addition, Cody provides oversight to survey teams and support to field engineers utilizing various survey support software, CAD, traverse adjustments, calculations, and construction support. Cody is a licensed pilot and experienced in aerial/drone surveying.

Survey Manager (2012-Current), Metrolink, Professional Surveying, Mapping, Specialized Rail Alignment Design and PTC Database Development and Support Services, Southern CA

RSE's scope of work includes system track charts and ROW maps updates; SCRRRA system high-rail videos; positive train control (PTC) mapping, track and signal database; locomotive simulator support; PTC data collection, validation and additional engineering; PTC development and implementation support, including support for corigi; Metrolink rail asset management (RAM) database for tracks, bridges, structures, signals, and crossings; and radio antenna surveys.

Survey Manager (2008-Current), Metrolink On-Call General Engineering Consultant Services, Southern CA

RSE has been part of GEC teams as a subconsultant providing railroad engineering services, surveying, mapping, ROW engineering, and construction services for various track rehabilitation and third-party projects. Under this On-call Contract, RSE has provided engineering support for grade crossing improvements, main line track rehabilitation, construction staging, and various engineering studies. As Survey Manager, responsible for managing all surveying/mapping, ROW engineering, and construction staking.

Survey Manager (2021-2022), Metrolink, San Clemente Emergency (Land Slide Monitoring) Project, Orange County, CA

Survey Manager for the emergency land slide monitoring of Cyprus Shore and the Metrolink commuter corridor. The work includes aerial mapping of the project site, setup monitoring instrumentation, and performing field survey to monitor the movements of the railroad

track that runs right along the edge of the ocean and the bluff above the track. RSE utilized aerial drone and mobile lidar to obtain point clouds for the entire project to collect data and assess the movement of the track and the bluff. The point clouds were also used to prepare engineering drawings including track alignment, profile, and sections.

Field Survey Manager (2009-2014, 2021), RCTC, Perris Valley Commuter Rail Line Extension, CA

Field Survey Manager responsible for the surveying and ROW engineering services for the Perris Valley Line Extension Project. His responsibilities included overseeing and establishing project wide control network, preparing Records of Survey, field data collection including GPS, as-built topography, boundary recovery, and overseeing field crew safety.

Survey Manager (2008-Current), Metrolink Southern California Optimized Rail Expansion (SCORE) Program

RSE led the PDR and PE design for Metrolink's Southern California Optimized Rail Expansion (SCORE) Program. The scope of work includes rail operations modeling, environmental assessment, and conceptual engineering to support the preparation of project development reports (PDRs). He led the surveying efforts to support conceptual and preliminary engineering for the Irvine Station Expansion, Serra Siding Extension, and OC Line Signal improvement projects.

Survey Manager (2008-Current), BART On-Call General Engineering and CM Services, Bay Area, CA

Responsible for managing all surveying/mapping, ROW engineering, construction staking, and mobile Lidar scanning.

Education

- Business Management , Western Governors Univ., Salt Lake City, UT
- Surveying, Pellissippi State Technical Community College, Knoxville, TN

Certifications

- FAA UAV Pilot
- FAA Single Engine Land – Private



Tanzee Silver, PMP, LEED AP BD+C, LEED AP O+M, Green Professional Certified Instructor (GPRO)



Role: Power & BEB Charging Infrastructure

Tanzee Silver is an experienced Program Manager consistently delivering results in the development and execution of large-scale construction programs. Her expertise includes energy conservation, EV charging, solar and battery storage programs and products across the United States. She excels at problem-resolution, planning and managing complex, multiphase high profile multi-million-dollar projects from initiation through close-out while ensuring timely completion. Tanzee is adept in achieving grant requirements and LEED certifications while supervising staff of various industries and in building relationships with managers and multiple stakeholders to achieve project goals. She specializes in the recovery and completion of delayed and cost overrun projects.

Co-Founder, GreenPort Energy Solutions, Los Angeles, CA

Provide bespoke strategic business development, project management, regulatory, and educational services to entities throughout the electric vehicle/clean energy value chain.

Vice President of Commerical Development and Director of Policy and Market Development, WAVE Charging

- Led team of project and program managers executing a portfolio of 30+ multimillion dollar conduction & induction EV charging, Solar and battery storage projects
- Oversaw the alignment of all project milestones, factory production schedules and department budget
- Managed mission critical clients and recover projects that were delayed or experiencing unique challenges
- Led the development of PM operating structure that aligns with WAVE's strategy and business needs. Translated the roadmap into interdepartmental requirements, processes and documentation, with defined resources, tasks, and schedules to deliver effective project and product delivery
- Conducted comprehensive assessment of WAVE's needs, analyzing existing challenges and opportunities. Proposed innovative solutions to address challenges and to align with industry standards such as ISO, PMI, etc.

- Identified technology-driven approaches that could optimize operational efficiency, enhance customer experience, improve decision-making processes, staff development and drive overall business growth.
- Developed and executed go-to-market strategy for new EV charging product, manage engineering, marketing, legal, German and US production teams to ensure on-time delivery of product and maximized profit

Program Manager, Energy Services

- Developed and implemented multifaceted conduction and induction Electric Vehicle charging projects for public transportation, commercial fleets and public charging across the US
- Managed multiple projects, cross-departmental resources and staff in various time zones to execute energy efficiency, EV, Solar and battery storage projects
- Engaged clients to determine project needs, scope and assess sites to identify opportunities to increase energy efficiency then integrate EV, Solar and battery storage to maximize benefits of electrification and grant eligibility
- Managed engineers, and contractors to achieve schedule and budget results within established targets
- Led negotiations with clients, subcontractors and charging partners
-

Education

- Bachelor of Science, Construction Management, Polytechnic University

Certifications

- LEED AP BD+C

- LEED AP O+M
- GPRO
- PMP
- OSHA 30 Hour



Intermodal Facility Hostler Charging Stations
BNSF Railway, South Seattle, WA

BNSF embarked on another exciting fleet conversion thanks in part to grant support for the purchase of battery electric hostlers to replace aging diesel hostlers at the South Seattle facility. This initiative stems from grant funding earned by BNSF from PSCAA, as well as partnering with the local utility provider, Seattle City Light, to supplement the cost of the conversion.

TKDA provided design and construction management services for the electrified equipment infrastructure. The project involved installation of the infrastructure for 12 charging stalls to support the new battery-electric trucks. To date, 10 diesel hostlers at South Seattle have been replaced with 10 BYD Class-5, all-electric, zero-emission yard hostlers.

Yard hostlers (terminal tractors) are primarily used for moving cargo containers and freight throughout the yards. According to BNSF, the low-speed operation and torque levels make them ideal for testing new technologies for electric yard equipment. The new hostlers also run smoother and quieter than the previously used diesel-run models.

Firm of Record:

TKDA

Timeline:

November 2022 - October 2023

Services Provided:

- Electrical
- Civil
- Structural

Project Budget:

\$1.6M

Reference:

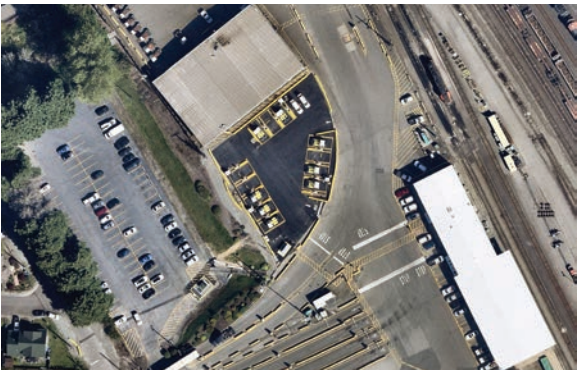
James Taylor
Asst. Dir., Advanced Energy
Innovation

817.352.4868

james.taylor@bnsf.com

The sustainable elements to these hostlers will:

- The impact was the equivalent of removing 538 gasoline-powered passenger cars from area roads and highways for an entire year.
- Remove nearly 2,500 tons of CO2 and other greenhouse gases from the local environment.
- Provide an opportunity to reduce emissions, improve air quality, and reduce greenhouse gases in a region focused on sustainability.
- Put any concerns about not having a full battery during a shift at bay.



(THIS PROJECT IS CONSIDERED
CONFIDENTIAL AND INCLUDED
SOLELY FOR REVIEW OF THIS RFP)



Crew Transport Pilot - F150 Lightning Chargers

IMF Alliance

BNSF Railway and Hallcon, Haslet, TX

BNSF and Hallcon jointly entered a pilot program to progress their mutual desire to reduce the carbon footprint of operations, improve employee user experience, and reduce operating costs. This project entails Hallcon replacing six (6) existing ICE crew transport vans with six (6) electric F150 Lightning crew cabs. Four (4) specific areas were evaluated; operational fit (can the EV do the same job as the ICE), user experience for both crew and drivers, economics, and carbon reductions. The pilot proved that crew transport is an ideal use case for transition to EV vehicles.

Project Highlights

- Each EV saves an estimated 2300 kg of CO2 emissions monthly
- Pilot total reductions program to date 86,000 kg of CO2 emissions
- Savings of approximately \$5k per vehicle on fuel costs
- Estimated maintenance savings of \$60k per vehicle over five (5) years

Firm of Record:

TKDA

Timeline:

Construction Q1 2023

Services Provided:

- Electrical
- Civil
- Structural

Project Budget:

\$150,000

Reference:

James Taylor
Asst. Dir., Advanced Energy
Innovation

 817.352.4868

 james.taylor@bnsf.com



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CARB Electrified Infrastructure BNSF Railway, San Bernardino, CA

As part of the California Air Resources Board (CARB) grant which was awarded to BNSF, the San Bernardino Intermodal Facility was selected as the site to pilot two technologies as part of the ZANZEFF (zero and near zero emissions for freight facilities) program. TKDA provided design services for the charging infrastructure for a battery electric drayage truck and a battery electric side loader.



Firm of Record:

TKDA

Timeline:

November 2018 - September 2020

Services Provided:

- Electrical
- Civil
- Structural

Project Budget:

\$940,000

Reference:

Michael Cleveland
Manager, LNG Technology

 817.352.1498

 michael.cleveland@bnsf.com

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CONFIDENTIAL AND INCLUDED
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San Bernardino Hostler Truck Charging - Phase 1 BNSF Railway, San Bernardino, CA

In continuing their fleet transition to zero emission cargo handling equipment, BNSF embarked on another exciting project. This project is the first phase of a planned project to convert the hostler fleet at the San Bernardino Intermodal Facility to battery electric trucks. TKDA provided engineering and planning services for this endeavor. The project broke ground in late 2023 and completed in Q2 2024. At completion, the project allows for charging for up to 18 battery electric trucks simultaneously. The project was planned to coordinate with future phases as BNSF continues toward full conversion of this fleet. This project was made possible in part by grant support from several agencies in the state of California.

Firm of Record:

TKDA

Timeline:

October 2023 - Q2 2024

Services Provided:

- Electrical
- Civil
- Structural

Project Budget:

\$1.87M

Reference:

James Taylor
Asst. Dir., Advanced Energy
Innovation

 817.352.4868

 james.taylor@bnsf.com



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Battery Electric Locomotive (BEL)

BNSF Railway, Wabtec BEL Barstow and Stockton, CA

TKDA was a partner in an innovative pilot project to demonstrate zero and near zero emissions with battery electric locomotive (BEL) technology. This project was a transformative trial to predict overall fuel and emissions reductions and explore the future potential of battery electric locomotives. The Wabtec BEL tested its efficiency on a route between Barstow and Stockton, California. This pilot program was part of a \$22.6 million grant awarded to BNSF and the San Joaquin Valley Air Pollution Control District from the Zero and Near Zero Emission freight facilities (ZANZEFF) project by the California Air Resource Board (CARB). TKDA supported this project by providing the design and commissioning services for the custom wayside charger installed in Stockton, CA. The charger included safety systems, a smart meter, a crane to assist operators and all associated civil work.

Firm of Record:

TKDA

Timeline:

November 2018 - September 2020

Project Budget:

\$22M for design and equipment (including vehicles), across this and related CARB Electrified Infrastructure projects

Grant Funded:

CARB Zanzeff grant program (Zero and Near Zero freight facilities)

Services Provided:

- Site evaluation
- Conceptual design
- Charger safety review
- Final design
- Construction management
- Commissioning assistance

Reference:

James Taylor
Asst. Dir., Advanced Energy
Innovation

 817.352.4868

 james.taylor@bnsf.com

BEL Highlights:

- BEL lithium-ion batteries
- 20 racks, with 20,000 battery cells
- System capacity of 2.4 MW-hr
- Capable of being charged in 8 to 9 hours
- 30-40 min. duration of full 4400 HP output



(THIS PROJECT IS CONSIDERED
CONFIDENTIAL AND INCLUDED
SOLELY FOR REVIEW OF THIS RFP)



Electric Vehicle Charging Stations

Confidential Client

As part of our clients overall program management for an electric vehicle charging station initiative, TKDA has conducted a pilot study, prepared technical guidelines, and resulting engineering designs since early 2021. TKDA is also starting to provide Fleet EV Preliminary Engineering services.

The charging stations are being installed for both fleet vehicles and employee vehicles. These programs encompassed an 8-state region (CO, MI, MN, ND, NM, SD, TX, NM, and WI) across three operating companies.

Firm of Record:

TKDA

Timeline:

2021 - Current

Project Budget:

Confidential

Services Provided:

- Study
- Electrical Engineering
- Structural Engineering
- Mechanical Engineering

Reference:

Confidential





Campus-Wide Solar Photovoltaic Roll-Out

Confidential Client, CA

This confidential corporate client has committed to a carbon neutrality effort to align with the mandate for Carbon Neutrality on operations across their entire company. For a company with a large portfolio of buildings across multiple campuses – this was not a small effort. The effort included scoping buildings and parking areas for PV and Battery installations, Interconnection studies and coordination with their energy provider PG&E, and energy and financial modeling to quantify both carbon offset and Financial Rate of Return for this investment.

TKDA's Dan Munn (*while with previous employer*) was selected to work as the Owner's Engineer responsible for PV and BESS roll-out over seven campuses and over 30 buildings. Dan's role was to team with their performance modeling experts and Electrical engineering firm peers to help master plan PV and Battery installations that maximize carbon and financial pay-backs for the clean energy investment dollars. Dan's role on the team was to review existing building structures, peer review of the roof system's age and condition, and existing site utility infrastructure for potential conflicts.

After the master-planning phase and development of candidate buildings PV Array + BESS areas for implementation, Dan was retained to prepare the RFP documents, assist in EPC solicitation, lead the pre-proposal site walks with potential EPC bidders, and review the EPC proposals and costs to make a recommendation of EPC team selections. In his role as a trusted advisor, Dan participated in EPC selection with client's executives responsible for the Solar implementation.

Firm of Record:

Work performed by TKDA's Dan Munn while employed under a previous firm

Timeline:

2021-2024

Services Provided:

- Campus Wide Solar Photovoltaic
- Structural Engineering

Project Budget:

Confidential

Reference:

Confidential

Project Highlights

Approximately 30+ buildings and parking lots over seven (7) campus locations in California.





Firm of Record:

TKDA

Timeline:

2022-2024

Firm Contract Price:

\$310,000

Services Provided:

- Architectural
- Structural
- Civil
- Electrical/Lighting
- Mechanical/Plumbing
- Construction Management

Reference:

Derek Brown, Manager of Engineering

 951.551.4180

 derek.brown3@bnsf.com

Hostler Repair Facility

BNSF Railway, Cicero, IL

The BNSF Railway utilizes hostler trucks to transport containers to and from trains and throughout the railyard as part of the intermodal services. TKDA provided architectural and engineering design services for a new repair facility. The new structure replaced an aging building used by BNSF and their contractors to maintain the hostler trucks. The facility is approximately 11,200 SF with three internal bays for mechanic service for six hostler trucks, one bay for washing two trucks, a wellness space for employees, and various storage spaces. The wellness area provides break room, toilet/locker rooms, offices, and storage for the building employees. The service bays are equipped with fluid dispensing and compressed air systems, vehicle exhaust extraction, and an overhead bridge crane. The facility is a pre-engineered metal building with exterior insulated metal panels and masonry walls and metal roofing. With the facilities used for mechanic maintenance, there is an industrial waste system throughout to capture and store all petroleum products within the facility for proper disposal.

During the design phase, TKDA assisted BNSF Railway with conceptual planning for the facility. TKDA determined the modifications that would be required when BNSF decides to change their fleet of hostler trucks from petroleum-burning to full-electric vehicles. Once BNSF makes the change, they will have ample space for battery and parts storage and the infrastructure to provide the required charging stations outside of the facility.



(THIS PROJECT IS CONSIDERED
CONFIDENTIAL AND INCLUDED
SOLELY FOR REVIEW OF THIS RFP)



WSF Eagle Harbor Welding Shop

Washington State Ferries, Bainbridge Island, WA

TKDA is leading the terminal design engineering for the Washington State Ferries' (WSF) Eagle Harbor Welding Shop expansion project. TKDA is the prime contract holder with mechanical, electrical, civil, cost estimating and CAD personnel as subconsultants. We are providing structural and architectural design for a 6,500 SF single-story steel structure on deep foundations and equipment shop renovation supporting WSF's expansion of their maintenance facility. The project includes deep pile foundations, a custom steel-framed shop building, and the installation of two bridge cranes in the shop floor area. The project is designed to LEED Silver standards per state requirements. The project design is 90% complete.

Firm of Record:

TKDA

Timeline:

2023-Current

Firm Contract Price:

\$365,350

Services Provided:

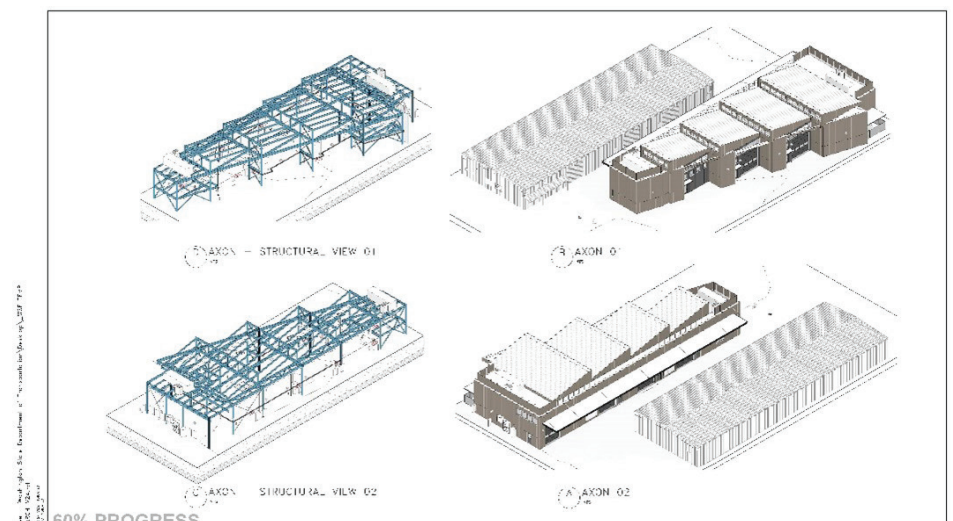
- Architectural
- Structural

Reference:

Frank Fiedler, Project Manager

 206.300.7180

 fieldf@wsdot.wa.gov





2nd Avenue Yard Design

Amtrak, Seattle, WA

TKDA provided design services for the expansion and reconfiguration of the existing BNSF 2nd Avenue Yard. The work required demolition of the existing BNSF tracks and realignment of existing Amtrak, BNSF, and neighboring private tracks. The final yard configuration resulted in a modified track configuration comprising new Amtrak Tracks 202-210 with access to the Occidental Avenue spur and incorporation of the adjacent warehouse access tracks for future connection.

In addition, new access control gateways and signaling was required at the Occidental Avenue access road. The design also incorporated a retaining wall to allow for BNSF usage of tracks 209-210 for offloading/access for MOW equipment.

Firm of Record:

TKDA

Timeline:

2017 (design 9 months)

2022 (construction 16 months)

Firm Contract Price:

\$150,000

Services Provided:

- Architectural
- Structural
- Civil
- Electrical/Lighting

Reference:

Dan Radeke
Manager Capital Construction
Engineer -PNW

 206.396.4089

 radeked@amtrak.com

TKDA provided the following design services:

- Design of a sheet-pile retaining wall along the western edge of the property.
- Design of an automated gate system, foundations, and controls at Occidental Spur.
- Change of track design to accommodate access to adjacent property.
- Change of work to allow for phased construction of the project.
- Hydrological modeling to support permitting.



(THIS PROJECT IS CONSIDERED
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SOLELY FOR REVIEW OF THIS RFP)



King Street Coach Yard Facilities

Amtrak, Seattle, Washington

TKDA and their affiliate Cedar Street Architecture (CSA) have provided integrated design services to build out Amtrak's Seattle King Street Coach Yard Maintenance Facilities over the past 14 years: improving the capabilities, capacity, efficiency, and working conditions of the yard. The group of new work buildings, targeted repairs, and yard expansion and reconfiguration, delivered through several phases, has met Amtrak's immediate and long-term equipment maintenance needs, along with the State of Washington's Amtrak Cascade High Speed Rail Program and Sound Transit Commuter Rail. New facilities and maintenance shops have been designed to address the new and changing equipment needs for Amtrak's Engineering, Operations, Mechanical, Material Control and Environmental Departments, and its Stakeholders including: the State of Washington, City of Seattle, Sound Transit, Talgo and other regulatory agencies. Practical Sustainability measures balanced with yard operations and safety have been implemented throughout all phases of work.

Design work began in 2009 with the implementation of the Master Plan and the design for the Maintenance of Equipment (55,250 SF) and Administration/Welfare (73,700 SF) Buildings. Construction of these initial buildings (Phase I & II) cleared other portions of the site to allow for future facilities and track storage while also moving personnel out of modular buildings. Following the completion of the buildings, the RIP Shed and Pits 8 and 9 were rehabilitated to address structural defects, improve industrial waste collection and expand maintenance capabilities.

Following the completion of the initial work, design began on the next phase of the buildings and yard expansion, the future North and South S&I Facilities (55,000 SF and 51,000 SF respectively – Phase III), a pedestrian bridge, and the Locomotive shop (27,000 SF – Phase IV). Upon completion of the design work, construction of Tracks 406/407 was implemented to allow for the construction of the Locomotive Shop, which was followed by the expansion to the west for the 2nd Ave yard. After completion of the 2nd Ave Yard, additional projects addressed defects in the existing storm system as well as replacement of the existing Wheel Milling machine. TKDA/CSA is currently overseeing the expansion and reconfiguration of the East Yard to facilitate future expansion and servicing for the new Airo trainsets building.

Firm of Record:

TKDA

Timeline:

2017 (design 9 months)

2022 (construction 16 months)

Project Budget:

\$32,800,000 (Confidential)

Services Provided:

- Architectural
- Structural
- Civil
- Electrical/Lighting
- Mechanical/Plumbing

Reference:

Dan Radeke
Manager Capital Construction
Engineer -PNW

 206.396.4089

 radeked@amtrak.com

(THIS PROJECT IS CONSIDERED
CONFIDENTIAL AND INCLUDED
SOLELY FOR REVIEW OF THIS RFP)





South Bus Garage Switchgear Replacement

Metro Transit, Minneapolis, MN

The South Garage is located near the MSP Airport and serves as a southern Twin Cities hub for parking and maintaining Metro Transit buses.

TKDA performed an electrical systems capacity study in 2016 for the Heywood Garage, Overhaul Base, and South Garage to assess the feasibility of adding Photovoltaic solar panels and electric bus charging equipment at each facility. The study showed the South Garage electrical switchgear was in poor condition due to being located in the boiler room. Moisture had caused corrosion in the switchgear, as well as having standing water on the floor in front of the main switchgear.

Metro Transit contracted with TKDA to design a new electrical system at the South Garage. The new electrical system was relocated to a newly constructed electrical room that is clean and dry, code compliant, and provides the required additional power capacity. The electrical system has the capacity to operate the existing facility, plus charge 20 electric transit buses at 150KW each. The system was also designed to allow future use of Solar PV panels.

TKDA designed the room and worked with Xcel Energy to install new 1000Amps, 480VAC service to feed the building, and a separate 4000Amps, 480VAC service for the EV Fleet Charging equipment.

There is also capacity to charge 20 EV's at Level 2 (Minivans or small SUV) for supervisor staff.

Firm of Record:

TKDA

Timeline:

October 2021 - January 2022

Project Budget:

\$1.114M

Services Provided:

- Electrical
- Structural
- Mechanical

Reference:

Mac Sweden
Project Manager

 952.210.7176

 mac.sweidan@metrotransit.org



Service Center Projects

Confidential Client, Saint Paul, MN

TKDA has led the design and construction of several new service centers for a large local utility company within Minnesota, Wisconsin, and the Dakotas. We are currently working on the design of a 360,000 SF, LEED Silver Facility in Saint Paul.

- Establish communication delivery methods and make decisions in a timely manner
- Listen to and understand user-group needs
- Identify all project requirements and client standards
- Thorough building and site analysis, identifying constraints and opportunities (including building and site fit plans, site circulation/turning movements of large fleet vehicles, building orientation, program adjacencies, and employee safety and well-being)
- Project is being designed to meet SPPA Energy Requirements (including producing energy on-site via a PV system)

Basis of Design Report

Our design process looks to achieve a right-size fit for each project while incorporating provisions for future expansion and flexibility as operation needs change.

- Capture program information, including anticipated construction methods
- Proposed MEP systems
- Phasing Plans to identify areas of additional coordination between users, design team, and contractor
- Sustainability goals

Final Design/Construction Documentation

With our in-depth understanding of the Client's operations and service center design requirements, standardizing building construction methods, materials, and MEP systems, we have simplified their building operations and maintenance.

- Deliver final documentation reviewed with our Quality Control Plan
- Continued staff and user engagement via meetings and plan reviews
- Confirmation of general circulation and layout of space for employee safety, visibility, and efficient functionality

Firm of Record:

TKDA

Timeline:

Multiple Projects

Project Budget:

Confidential/Per Project

Services Provided:

- Architectural
- Structural
- Civil
- Electrical/Lighting
- Mechanical/Plumbing

Reference:

Confidential

FEE PROPOSAL

The following table summarizes our estimated hours and fees for a total not to exceed fee of \$2,081,312



Project Fee Estimate

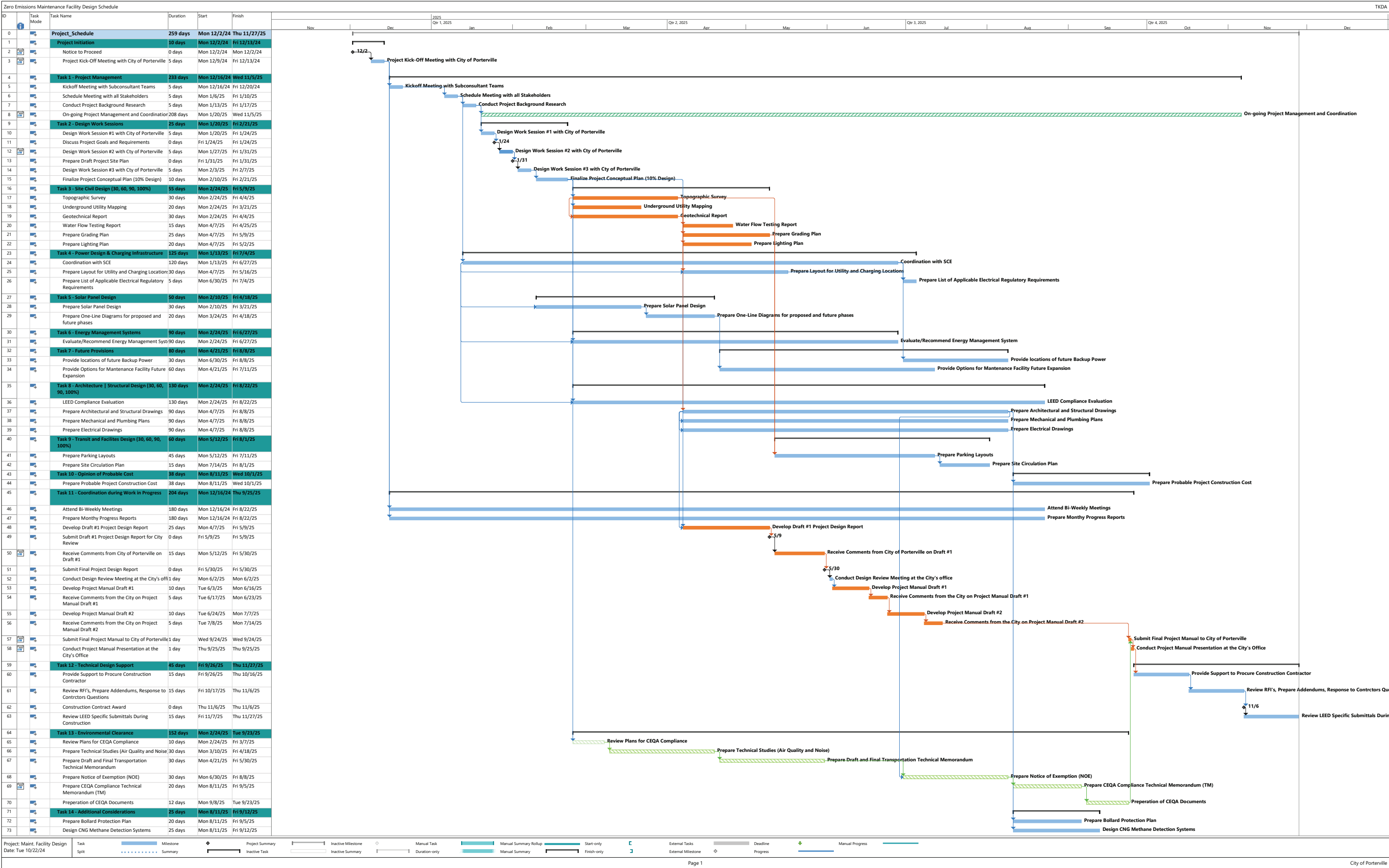
Client:		City of Porterville																									11/25/2024		
Project:		Zero-Emission Maintenance Facility Design																									KCL/LPG		
Task	Task Description	Project Management			Architectural Design				Structural Design			Electrical Design						Mechanical Engineering						Hydrology and Hydraulic (H&H)		Total Hours	Total Dollars		
		Reg Eng	Reg Eng	Reg Eng	Reg Arch	Reg Arch	Reg Arch	Designer	Sr. Reg Eng	Reg Eng	Reg Eng	Reg Eng	Designer	Designer	Designer	Reg Eng		Designer	Reg Eng	Sr. Reg Eng	Grad Eng	Assist Group Man	Designer	Designer	Sr Reg Eng			Reg Eng	
1	Meetings & Coordination	16	10		8					8						8										50	\$ 11,628		
2	Project Administration	70	40																							110	\$ 29,160		
3	QA/QC			30			24		24				4	1					16							100	\$ 26,148		
4	Design Work Sessions (3) in Person	24	12		24					20	8	24				12									12	136	\$ 27,836		
5	Civil Plan Set (30%, 60%, 90%, 100%)																160							12	40	212	\$ 31,636		
6	Site Plans (2)																									-	\$ -		
7	Utility Plans															10										10	\$ 1,760		
8	Civil Details															20										20	\$ 3,520		
9	Lightning Plan				2							15			15											32	\$ 5,960		
10	H&H Design																							20	60	80	\$ 10,980		
11	Grading Plan															40								12	40	92	\$ 14,036		
12	Site Survey Report																									-	\$ -		
13	Geotechnical Report																									-	\$ -		
14	Power Design											36			24											60	\$ 12,060		
15	Solar Panel Design				2							30			30											62	\$ 11,600		
16	Energy Management Systems																									-	\$ -		
17	Future Provisions				8							16			16											40	\$ 7,296		
18	Sections and Details																									-	\$ -		
19	Code Analysis - IBC, IFC, CalGreen				32	8						8						25		16		12				101	\$ 17,346		
20	Architectural Drawings (Plans & Details) (30%, 60%, 90%, 100%)				160	16		300																		476	\$ 58,976		
21	Electrical Drawings (Plans & Details) (30%, 60%, 90%, 100%)											120			120											240	\$ 45,120		
22	Structural Drawings (Plans & Details) (30%, 60%, 90%, 100%)								24	150	180															354	\$ 50,064		
23	Mechanical/Plumbing Drawings (Plans & Details) (30%, 60%, 90%, 100%)																	100		140	20	120	120			500	\$ 75,160		
24	Fire Protection Drawings (Plans and Details)																		40		30					70	\$ 10,160		
25	Energy Modeling Coordination				12													16								28	\$ 4,768		
26	LEED - Registration, Design Coordination, Tracking, Documentation				120			16				8	24					60					16			244	\$ 41,496		
27	Specifications				40				10			12			12	8		32				12				126	\$ 24,532		
28	Transit and Facilities - Parking Layout & Site Circulation Plan					8									40	8										56	\$ 12,176		
29	Opinion of Probable Cost					4			6	4		8			10		8	4				8	12			64	\$ 13,102		
30	Coordinationn During Work In Progress - Project Meetings	20	20		6	4				8	4	4			4		24									94	\$ 19,540		
31	Coordinationn During Work In Progress - Project Progress Reports		16		4	4																	24			44	\$ 6,576		
32	Coordinationn During Work In Progress - Pre-Construction Project Schedules		12		2																					14	\$ 2,936		
33	Coordinationn During Work In Progress - Desgin Review Meetings	12	20		6	4		20	3	10		4			4	20										103	\$ 19,450		
34	Coordinationn During Work In Progress - Draft Project Design Report	8	4		6				1	4						20	4							12		59	\$ 10,570		
35	Coordinationn During Work In Progress - Desgin Review Meetings at Project Manual	4	8		6				4	4		4			4	8								12		54	\$ 9,968		
36	Technical Design Support	4	20			8						8				8								12		60	\$ 11,872		
37	CEQA & NEPA Environmental Clearances		12													8	8							8		36	\$ 6,072		
38	Workshop and Presentation Preparation (2 total) - graphics including building basic r	10	10	4	16	16		24				8			8											96	\$ 18,164		
39	RFIs, Submittals, Etc				80				20	80	40	20		12	8		8	36	24		12	36		8		384	\$ 66,756		
40	Construction Management Coordination	30	40																							70	\$ 17,480		
41	Subconsultants Coordination	26	60		16				4																	106	\$ 24,456		
42	A&E Services for the Facility Improvements at the Corporation Yard	8	14	4	16	80		200	10	10	4	8	12	4				20	3	24						417	\$ 64,000		
43	A&E Services for the Facility Improvements at the Transit Center	8	14		12	40		160	8	8	4	8	10	2				20	3	24						321	\$ 47,700		
Total Person Hours		240	312	38	578	188	24	720	114	306	240	350	46	10	230	82	182	180	317	50	244	86	172	120	240	5,121			
Billing Rate/Hr. x Multiplier		\$ 292	\$ 218	\$ 324	\$ 160	\$ 211	\$ 188	\$ 100	\$ 306	\$ 184	\$ 84	\$ 253	\$ 223	\$ 249	\$ 123	\$ 227	\$ 176	\$ 154	\$ 178	\$ 200	\$ 116	\$ 184	\$ 165	\$ 147	\$ 243	\$ 102			
Total Billable for Charged Time		\$ 70,080	\$ 68,016	\$ 12,312	\$ 92,480	\$ 39,668	\$ 4,512	\$ 72,000	\$ 34,884	\$ 56,304	\$ 20,160	\$ 88,550	\$ 10,258	\$ 2,490	\$ 28,290	\$ 18,614	\$ 32,032	\$ 27,720	\$ 56,426	\$ 10,000	\$ 28,304	\$ 15,824	\$ 28,380	\$ 17,640	\$ 12,636	\$ 24,480		\$ 872,060	
Expenses:																													
Engineer Field Investigation (1 two-day trip for 1 PM = \$910 per person each trip)																												\$	13,200.00
Permitting Support - 3rd Party Coordination																												\$	40,000.00
Geotechnical Investigation																												\$	78,193.00
Survey and Utility Mapping Subconsultant																												\$	74,950.00
Environmental Subconsultant																												\$	9,045.00
Energy Modeling Subconsultant																												\$	3,000.00
CNG and Zero-Emissions Vehicle Planning																												\$	-
Power, BEB Charging Infrastructure, & Management Systems																												\$	38,175.00
LEED Registration & Review Fees																												\$	3,000.00
Travel (from MN @ \$3,300/trip) - 3 work sessions, 2 presentations																												\$	16,500.00
Construction Management (16 Months at \$46,500 per Month)																												\$	744,000.00
Total Project Fees																												\$	1,892,123
10 Percent Contingency																												\$	189,212
Total Not to Exceed																												\$	2,081,312

Technical Exceptions

The following services are not anticipated to be required and are not included in TKDA's Scope of Work for this project. If any of these services become necessary for the completion of the project, we would request from City of Porterville an adjustment to the agreed fee to cover the added cost of labor and reimbursables.

1. Title reports are not included in this scope of work and can be provided for an additional fee.
2. Roadway design of surrounding roadways. If additional roadway design is requested, it will be considered out of scope and can be provided for an additional fee.
3. Utility relocation design, or design of the extension of off-site utilities to the site. If any of these services is requested, it will be considered out of scope and can be provided for an additional fee.
4. Potholing services are not included. If potholing services are required, it will be considered out of scope and can be provided for an additional fee.
5. Design of any buildings not specifically indicated in the RFP document. If buildings of any kind are requested, it will be considered out of scope and can be provided for an additional fee.
6. Site environmental soil borings. If site environmental soil borings are requested, it will be considered out of scope and can be provided for an additional fee.
7. Hazardous or toxic material testing is not included.
8. Environmental remediation design. If Environmental remediation design is requested, it will be considered out of scope and can be provided for an additional fee.
9. Legal surveying, land plots, re-categorizing of land use. If any of these services are requested, it will be considered out of scope and can be provided for an additional fee.
10. Subject property is referenced on a survey record other than deed and no material discrepancies exist between existing conditions and recorded information. Record of Survey filing not included in the scope of work.
11. Permitting fees will be provided and paid for by the City.
12. On-site access to the project areas has to be granted by the City. TKDA assumes any cost related to this will be paid by the City. The site is accessible to truck-mounted field equipment during non-overtime hours.
13. 13.If future design requires deeper foundation(s), then additional deeper borings will be required in the future for final design.
14. Federal funding and approvals are not required, thus, no NEPA documents would be prepared.
15. Environmental analysis will be prepared for a single site plan, prepared at least at the 10% conceptual design stage. Should additional site plan iterations require analysis, Kimley-Horn will request a budget augment.
16. Revisions based on one consolidated set of comments to the extent that the revisions are within the approved scope of services and that no new modeling or additional analysis is required. Additional comments can be addressed on a time and materials basis.
17. Baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP). Revisions or changes to the project that require re-analysis are excluded.
18. Deliverables will be provided electronically.
19. No traffic counts will be collected.
20. Geotechnical Services during construction are not included.
21. Project improvements are outside Caltrans right-of-way.
22. This proposed scope of work does not include protocol-level surveys for endangered wildlife and fisheries resources or jurisdictional wetland delineations or determinations.
23. The Client will ensure proper access to the Project Area for field studies and will notify TKDA of any hazards in the Project Area. Adverse weather conditions in the Project Area may delay field survey until ground conditions are suitable for fieldwork.
24. Construction Testing and Inspection services are not included.

PROJECT SCHEDULE/DELIVERABLES



MINIMUM QUALIFICATIONS

a. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California.

TKDA has the applicable staff who is duly licensed and registered in the state of California. Please refer to the resumes section for individual licesnure details.

b. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.

TKDA has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in recievership or has been denied credit within the past three (3) years.

c. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.

TKDA has not been assessed any penalties for non-compliance within any federal, state, local, city, or county labor laws and/or regulation within the past five (5) years.

d. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

TKDA is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship law.

e. Firm must have a minimum of 10 years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in A&E services for infrastructure upgrades preferably in an environment of comparable size and scope as defined in this solicitation.

TKDA brings decades of extensive background with transit facilities, maintenance facilities, bus infrastructure, track, and bridge design. Our range of services offered to the rail and transit industry include: track and yards, electric upgrades and fleet electrification, employee facilities, passenger platforms and facilities, fueling systems, locomotive and car repair shops, bridges, preventative maintenance programs, bus garage and maintenance facilities, and public agency coordination. As experts in the rail market, we have completed projects for diverse clients, including Class I and shortline railroads, rail transit and commuter rail agencies, municipalities, ports and harbors, and industrial and private developers. Please refer to our project experience section for specific project examples that align with this project's scope of work.

f. Licensed to do business in the State of California.

TKDA is qualified by the California Secretary of State to transact business in the state of California under Entity No. 3214673.

MASTER PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF PORTERVILLE

and

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

THIS AGREEMENT is effective this ____ day of _____, 20____, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter "CLIENT," and TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED, and its affiliates, hereinafter "TKDA."

CLIENT and TKDA, for the consideration named herein agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

CLIENT hereby retains TKDA and TKDA agrees to provide Professional Services (Engineering, Architectural, and/or Planning) in connection with CLIENT's responsibilities, all as described by subsequent "Authorization(s) for Professional Services."

Engineering and Architectural services will, in general, include studies and reports, design, preparation of working drawings and specifications; construction observations, checking of shop drawings and estimates and recommendations regarding acceptance of work; and other related tasks of a type normally associated with engineering and architectural consultation with regards to infrastructure and facility planning, design, construction, operation and/or maintenance.

Planning Services will, in general, include assistance and professional analysis on planning issues such as comprehensive plan development, comprehensive plan amendments, development impact analyses, capital improvement programming, environmental review, professional review of written staff reports involving zoning changes, variance requests, and conditional uses.

Individual authorizations for professional services shall be duly approved by CLIENT and accepted by TKDA when requested by CLIENT, and for specific projects and services that have defined work scopes; and all records and documents for services with respect thereto shall be appropriately referenced to each of the specific authorizations. TKDA shall provide CLIENT with an "Authorization for Professional Services" (EXHIBIT A) for each request made by CLIENT. This shall become the "Authorization for Professional Services" upon its acceptance by CLIENT.

In lieu of signing an authorization, CLIENT may authorize services by issuing a Purchase Order, approved by CLIENT's authorized representative and accepted by TKDA; and in this regard, it is mutually agreed that any terms and conditions which are preprinted on a Purchase Order form do not apply to this Agreement.

ARTICLE 2. PERIOD OF SERVICE

TKDA is hereby retained on a continuing basis, subject, however, to termination by either party in accordance with ARTICLE 6. A period of service for each project shall be as set forth in the specific authorization as appropriate.

ARTICLE 3. INDEPENDENT CONTRACTOR

TKDA is an independent contractor. The manner in which the services are performed shall be controlled by TKDA; however, the nature of the services and the results to be achieved shall be specified by CLIENT. TKDA is not to be deemed an employee or agent of CLIENT and has no authority to make

any binding commitments or obligations on behalf of CLIENT except to the extent expressly provided herein. All services provided by TKDA pursuant to this Agreement shall be provided by TKDA as an independent contractor and not as an employee of CLIENT for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

ARTICLE 4. **COMPENSATION TO TKDA**

- A. Compensation to TKDA for day-to-day services shall be on an Hourly Rate basis as hereinafter described.
- B. Compensation to TKDA for services other than day-to-day and described in an authorization shall be on a Lump Sum and/or an Hourly Rate basis as designated therein and as hereinafter described.
 - 1. A Lump Sum method of payment for TKDA's services shall apply to all or parts of a work scope where TKDA's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. CLIENT shall make monthly payments to TKDA within 30 days of date of invoice based on an estimated percentage of completion of TKDA's services.
 - 2. An Hourly Rate method of payment for TKDA's services shall apply to all or parts of a work scope where TKDA's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, TKDA shall be paid for the actual hours worked on an authorization by TKDA technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A current billing rate schedule may be provided upon request, and is subject to increase annually.
 - 3. In addition to the foregoing, TKDA shall be reimbursed for the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence, including vehicle allowances at cost for construction and survey services.
 - (b) [Reserved]
 - (c) Identifiable reproduction and reprographic costs, at cost.
 - (d) Other expenses for additional items and services as may be required by CLIENT to fulfill the terms of a specific authorization, at cost.
 - 4. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as required.
- C. CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, TKDA may after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT acknowledges that TKDA shall not be responsible for any claim for consequential damages arising from suspension of services hereunder.

ARTICLE 5. EXTRA WORK

In the event that a lump sum or maximum payment amount is specified in an authorization and TKDA is of the opinion that any work they have been directed to perform is beyond the scope of the authorization, or that the level of effort required constitutes extra work, they shall promptly notify CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a supplemental authorization agreed to in writing by both parties prior to proceeding with any extra work or related expenditures.

ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement and/or any authorization upon seven days' written notice. In addition, CLIENT may at any time, reduce the scope of an authorization. Such reduction in scope of an authorization shall be set forth in a written notice from CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, the authorization may then be terminated.

In the event of a reduction in scope of an authorization TKDA shall be paid for the work performed and expenses incurred on the authorization thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with ARTICLE 4. Any reduction in the "not to exceed" payment figure shall be established by a supplemental authorization agreed to in writing by both parties.

In the event of termination of an authorization all documents finished or unfinished, prepared by TKDA under the authorization shall be made available by TKDA to CLIENT pursuant to ARTICLE 7, and there shall be no further obligation of CLIENT to TKDA under the authorization, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with ARTICLE 4.

In like manner, if the entire Agreement is terminated, all remaining documents on file with TKDA shall also, upon request, be made available to CLIENT pursuant to ARTICLE 7 upon receipt of payment of amounts due and owing TKDA for any authorized work.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

At the time of completion or termination of an authorization TKDA shall make available to CLIENT, upon request, all maps, tracings, reports, resource materials and other documents pertaining to the work described in an authorization. All such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or to any other project. Any reuse without written verification or adaptation by TKDA for the specific purpose intended will be at CLIENT's sole risk and without liability or legal responsibility on the part of TKDA. In this regard, CLIENT will defend, indemnify, and hold harmless TKDA from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted, or authorized by TKDA.

In the event electronic copies of documents are made available to CLIENT pursuant to the foregoing paragraph, CLIENT acknowledges that the useful life of electronic media such as DVDs and/or CDs may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

- A. To permit TKDA to perform the services required hereunder, CLIENT shall supply, in proper time and sequence, the following for each authorization at no expense to TKDA:
 - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under an authorization. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in an authorization), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in an authorization.
4. Provide access to, and make all provisions for TKDA to enter upon public or private property as required to perform its services.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the work described in an authorization and such approvals and consents from others as may be necessary for completion of the work.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of construction contractor(s), consultants or TKDA.
8. Provide record drawings and specifications for all existing physical plants or facilities which are pertinent to an authorization.
9. Provide other services, materials, or data as may be set forth in an authorization.
10. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in each project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in a project, TKDA shall cease activity on the project and promptly notify CLIENT who shall proceed as set forth above. Unless otherwise specifically provided in an authorization, the services to be provided by TKDA do not include identification of asbestos or pollution and TKDA has no duty to identify or attempt to identify the same within the area of any project.
11. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project described in an authorization, such legal services as CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has

used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by CLIENT. If TKDA finds that any information furnished by CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by TKDA will be made on the basis of TKDA's experience and qualifications and represent TKDA's best judgment as an experienced and qualified design professional. It is recognized, however, that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the consultant engineer or architect who is responsible for the preparation and furnishing of drawings and specifications and other construction-related documents to be employed to provide professional services during the bidding and construction phases of a project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the bidding (if the work is put out for bids) and the construction phases of a project described in an authorization, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under an authorization and this Agreement.

ARTICLE 11. INDEMNIFICATION & LIMITATION OF LIABILITY

TKDA shall indemnify and hold harmless CLIENT and its officers, agents and employees for all liability from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property, including CLIENT, to the extent they are caused by a negligent error, act, or omission of TKDA or any persons for whom TKDA is legally liable, in carrying out the terms of this Agreement.

CLIENT shall indemnify and hold harmless TKDA and its officers, agents and employees for all liability from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property, including TKDA, to the extent they are caused by a negligent error, act, or omission of CLIENT or any persons for whom CLIENT is legally liable, in carrying out the terms of this Agreement.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 12. **INSURANCE**

TKDA shall procure and maintain insurance for protection from claims against it under worker's compensation acts (statutory limits), claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

TKDA shall also procure and maintain professional and commercial general liability insurance, and auto and excess insurance, for all damages arising out of the performance of services caused by an error, omission or negligent act for which TKDA is legally liable. The commercial general liability insurance policy shall provide coverage for incidents occurring within 50 feet of railroad tracks.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 13. **NON-DISCRIMINATION**

TKDA will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 14. **CONTROLLING LAW**

This Agreement to be construed according to the laws of the State of Minnesota.

ARTICLE 15. **DISPUTE RESOLUTION**

All disputes between the parties arising out of this Agreement which are not resolved through good faith negotiations, within 30 days of written notice of dispute, shall be submitted to non-binding mediation as a condition precedent to litigation.

ARTICLE 16. **ASSIGNMENT**

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of CLIENT.

ARTICLE 17. **SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 18. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying exhibits a part hereof, and any subsequent authorizations issued pursuant to the terms of this Agreement.

ARTICLE 19. NOTICES

Any notice required to be given under this Agreement shall be provided in writing and sent by US Mail to either party by the other at the addresses listed below:

CITY OF PORTERVILLE
291 N. Main St.
Porterville, CA 93257

TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101

ARTICLE 20. CONFIDENTIALITY

- A. It is understood in the course of fulfilling TKDA's business commitments that TKDA may have to communicate some of this information to various TKDA employees or subconsultants, but in such a case, TKDA will inform them of the confidential nature of the information and make them aware of their responsibility of keeping such information confidential, and TKDA will use every reasonable effort to see that they do keep such information confidential.
- B. However, any commitment as to confidential information shall not extend to: information TKDA already possesses at the time of disclosure by CLIENT; information which is in or which comes into the public domain from a source other than TKDA; and information that comes to TKDA from a third party source not under obligation to CLIENT to maintain the confidentiality thereof.
- C. TKDA also understands that any drawings, data sheets, or other materials given to it by CLIENT remain the property of CLIENT and must be returned to CLIENT at CLIENT's request, at the end of any negotiation or the completion of TKDA's work for CLIENT.
- D. TKDA further agrees that no disclosure of information relating to any aspects of work for CLIENT shall be made to third parties without CLIENT's written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF PORTERVILLE

TOLTZ, KING, DUVALL, ANDERSON
AND ASSOCIATES, INCORPORATED

By _____

By _____
James E. Hoschka
Vice President, Rail

ATTACHMENT: EXHIBIT A

EXHIBIT A

[name]_____

AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson
and Associates, Incorporated

For use with Project
Specific Assistance

Pursuant to our Master Professional Services Agreement dated _____, 20____,
you are hereby authorized to proceed with the Professional Services described as follows:

_____ [PROJECT NAME]

I. PROJECT DESCRIPTION

The CLIENT proposes to _____

II. SERVICES TO BE PROVIDED

TKDA is requested to provide the following services:

- A.
- B.
- C.
- D.

III. ADDITIONAL SERVICES

If the need for Additional Services is determined, and the fee for the additional work is agreeable and the CLIENT authorizes such services in writing, TKDA shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in Agreement Article 3, a part hereof, and such compensation shall be over and above any maximum amounts set forth in this Authorization.

A.

B.

IV. PERIOD OF SERVICE

SECTION II services will be completed within _____ from the date of Authorization.

V. COMPENSATION

Compensation to TKDA for services provided as described shall be on an hourly rate basis as defined in Agreement Article 3, in the [estimated][not to exceed] amount of \$_____.

During the course of the Project if this amount is found to be insufficient, TKDA agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue.

Approved by _____, _____, 20____.
Authorized CLIENT Representative

Consultant Acceptance by _____, _____, 20____.
Authorized TKDA Representative



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization to enter into Memorandum of Understanding (MOU) with Sierra View Medical Center for Coordinated Transportation Services

SOURCE: Public Works

COMMENT: Staff has collaborated with Sierra View Medical Center (SVMC) to develop an agreement to enhance accessibility and efficiency in local transportation. SVMC, the leading healthcare provider in Porterville, seeks to facilitate convenient and reliable transportation for patients requiring transit to and from medical appointments. The Memorandum of Understanding (MOU) establishes a framework for the City to provide on-demand and scheduled transportation services to SVMC clients, focusing on medical transportation needs. Key aspects include:

1. City Responsibilities:

- Perform various transportation services, including bus, paratransit, and microtransit (on-demand).
- Provide monthly data on transportation performance metrics, trip counts, and incidents.
- Maintain a customer service representative to handle requests and ensure high-quality service standards.
- Supply vehicles that meet specific safety and ADA compliance standards.
- Offer training and access to the City's VIA VOC software for SVMC to schedule trips as needed.

2. Sierra View Medical Center Responsibilities:

- Manage client transportation eligibility.
- Schedule transportation using the VIA VOC system.
- Communicate trip details to clients and cover passenger fares on a per-trip basis.
- Compensate the City monthly for transportation services rendered.

3. Performance Standards:

- Timely pick-ups and drop-offs to ensure clients arrive punctually for medical appointments.
- Defined wait times for return trips post-appointment, with contingencies for unforeseen delays.

Under the terms of the MOU, SVMC will compensate the City for each transportation service provided at the City's standard passenger fare rate. This cost-recovery model allows the City to leverage other funding sources for coordinated programs and avoid additional expenses to the general fund.

This MOU represents a proactive partnership between the City of Porterville and SVMC to improve transportation accessibility and service efficiency for healthcare clients. Approval of this agreement will enhance the City's efforts to support public health and mobility in the Porterville community.

RECOMMENDATION: That the City Council:

1. Approve the draft Memorandum of Understanding (MOU) between the City of Porterville and Sierra View Medical Center (SVMC) for coordinated transportation services within the Porterville Urbanized Area; and
2. Authorize the Mayor or City Manager to execute the MOU and any subsequent amendments necessary to implement these transportation services, subject to final review by the City Attorney.

ATTACHMENTS: 1. Draft Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF PORTERVILLE AND
SIERRA VIEW DISTRICT HOSPITAL
FOR TRANSPORTATION SERVICES**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Porterville, a California charter city and municipal corporation, hereinafter referred to “CITY”, and the Sierra View Medical Center, a California Non-Profit Corporation, hereinafter referred to as “SIERRA VIEW”. CITY and SIERRA VIEW is each a “Party” and collectively “Parties” to this MOU.

RECITALS

WHEREAS, CITY is a public transit operator formed and organized by the City of Porterville to provide public transportation services within the Porterville Urbanized Area, hereinafter referred to “Porterville UZA”; and

WHEREAS, SIERRA VIEW is Porterville’s premier hospital and healthcare center; and

WHEREAS, the Parties desire to coordinate efficient transportation services within the Porterville Urbanized Area and surrounding communities; and

WHEREAS, the Parties have mutually negotiated this MOU.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises herein expressed, and intending to be legally bound thereby, the Parties do mutually agree as follows:

1. **Purpose**. The purpose of this MOU is to operate coordinated and efficient transportation services within the Porterville UZA, and establish terms and conditions under which the Parties will provide these services.

2. **Term of MOU**. This MOU is effective upon execution of both parties and shall remain in full force and effect for three years unless earlier terminated under section 7 of this MOU or the term is extended by written modification in accordance with the provisions of section 7 of this MOU.

3. **CITY Obligations**. CITY shall:

A. Perform transportation services at the request of SIERRA VIEW as set forth in Exhibit A.

B. Prepare and submit monthly transportation data as set forth in Exhibit B.

- C. Maintain a Customer Service Representative (CSR) as set forth in Exhibit C, Customer Service Representative.
- D. Require that all vehicles used in the performance of this Agreement meet or exceed the requirements established in Exhibit D, Transportation Vehicle Standards.
- E. Ensure Driver Expectations are met as set forth in Exhibit E, Driver Standards and Expectation.
- F. Comply with the requirements established in Exhibit F, Transportation Performance Standards.
- G. Ensure that services available to SIERRA VIEW are comparable to services the general public receives.
- H. Provide SIERRA VIEW access to the CITY's VIA VOC software application to allow SIERRA VIEW to schedule trips in advance or on-demand.
- I. Provide SIERRA VIEW training on CITY's VIA VOC.
- J. Provide VIA VOC access at no cost to SIERRA VIEW.
- K. Invoice SIERRA VIEW the current passenger fare for each transportation service(s) performed in preceding month.
- L. Leverage and coordinate efforts with other funding sources and programs, including but not limited to, local, state, federal.
- M. Establish linkage with community programs to coordinate activities with existing programs serving the Porterville UZA and surrounding communities and to minimize or avoid duplicate efforts and fragmentation of services.

4. **SIERRA VIEW Obligations.** SIERRA VIEW shall:

- A. Manage transportation eligibility of SIERRA View clients.
- B. Utilizing the CITY's VIA VOC, arrange transportation from origin to destination and return trips for SIERRA VIEW clients.
- C. Communicate to SIERRA VIEW clients trip information.

D. Compensate CITY the passenger fare for each transportation service(s) performed in preceding month.

5. **Indemnity**. CITY and SIERRA VIEW shall hold harmless, and indemnify the other Party and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying Party or its governing board, officers, directors, employees authorized agents, contractors or subcontractors in carrying out the indemnifying Party's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Party indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

6. **Insurance**. The City of Porterville shall maintain a general liability insurance policy that names Sierra View Medical Center, along with its officers, employees, and authorized contractors, as additional insureds. This additional insured status will cover all liabilities arising from the activities performed under this Memorandum of Understanding (MOU). Each party shall ensure that insurance coverage is sufficient to meet any potential claims, damages, or losses arising from their respective responsibilities under this MOU. Proof of this insurance, including the additional insured endorsement for Sierra View Medical Center, shall be provided upon execution of the MOU and maintained for the term of the agreement.

7. **General Provisions**

A. **Termination**. This MOU may be terminated upon 30 days' written notice by either party.

B. **Notices**. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided below:

CITY
Attn: Transportation Director
291 N. Main St.
Porterville, CA 93257

SIERRA VIEW
Attn: Contract Administration
465 W. Putnam Ave.
Porterville, CA 93257

Email: rtree@ci.porterville.ca.us

Email:Nbradley@sierra-view.com

Any Party may change its address for receipt of notice by providing notice of that change as provided in this subsection 7.B. Notice is effective as follows:

- i. A notice delivered by personal service is effective upon service to the recipient.
- ii. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
- iii. A notice delivered by an overnight commercial courier service is effective one business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
- iv. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.

C. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

D. **Applicable Law and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Tulare County, California.

E. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

F. **Binding MOU.** This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Parties.

G. **No Waiver of Claims Act.** For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

H. **Interpretation.** If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Parties shall make best efforts to replace the

unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Parties' original intent.

I. **Section Headings.** Section headings are provided for convenience only and are not part of this MOU.

J. **No Third-Party Beneficiaries.** This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

K. **Authority.** Each Party represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Party to the terms of this MOU.

L. **Counterparts.** This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

(Signatures page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this MOU the _____ day of _____, 2024.

CITY OF PORTERVILLE

Mayor

SIERRA VIEW MEDICAL CENTER

Chief Executive Officer/President

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
Julia Lew, City Attorney

APPROVED AS TO LEGAL FORM ON BEHALF OF SIERRA VIEW:

By _____
_____, Legal Counsel

Exhibit A – Transportation Services

CITY Shall:

- A. Make available a variety of modes of transportation, including:
 - i. Bus passes, tickets, or fares
 - ii. ADA Paratransit services (Advanced Booking)
 - iii. On-Demand (Microtransit) services
 - iv. Vanpool/Carpool services
 - v. Non-Emergency Medical Transportation (NEMT)

Exhibit B – Reporting Requirements

CITY shall:

- A. Document all transportation activities and operations.
- B. Notify SIERRA VIEW within one (1) hour of an incident involving a client.
- C. Notify SIERRA VIEW within one (1) hour of a vehicle accident involving the transport of client.
- D. Provide monthly transportation data by the tenth (10th) day of the month following the month of service, and include the following:
 - a. Number of trips performed
 - b. Number of passengers
 - c. Number of trips canceled
 - d. Number of trips no-showed
 - e. Number of complaints
 - f. Average estimated time of arrival (ETA)
 - g. Percentage of shared rides
 - h. Percentage of trips not performed due to unavailable seat
 - i. Percentage of completed trips
 - j. Percentage of on-time performance.
- E. Provide City Fleet Inventory Report.
- F. Provide Driver Certification Report.

Exhibit C – Customer Service Representative

CITY shall:

- A. Receive and process all requests for transportation services for SIERRA VIEW.
- B. Manage overall day-to-day operations necessary for the delivery of cost-efficient, appropriate transportation services.
- C. Maintain appropriate records and system of accountability to report to SIERRA VIEW.
- D. Provide a local phone number for scheduling a trip when the VIA VOC is not accessible.
- E. Provide customer services that are professional, prompt, courteous, customer-friendly, and responsive to clients.
- F. Promptly answer telephone calls during normal business hours.
- G. Have diverse staff representative of, or consistent with, the demographic pattern of the service region to the extent possible.
- H. Have personnel policies that conform to all federal and state statutes and ordinances.
- I. Remove any employees from contact with SIERRA VIEW clients who act unprofessional.

Exhibit D – Transportation Vehicle Standards

CITY shall:

- A. Ensure that SIERRA VIEW clients received transportation services that are safe and reliable.
- B. Require that all vehicles used in the transport of clients, meet or exceed the following regulations and safety standards:
 - a. Licensing requirements of the California Highway Patrol (CHP);
 - b. Regulations of the Americans with Disabilities Act (ADA);
- C. Require that vehicle which fail to meet the standards:
 - a. Be immediately removed from service; and
 - b. Be re-inspected before they are eligible to be used to provide transportation services for clients under this Agreement, for the specific mode for which they were removed.
- D. Provide SIERRA VIEW with a preliminary schedule of inspections within the first thirty (30) days of the Agreement's start date and by July 1 thereafter.
- E. Inspect all vehicles to ensure that all regulatory requirements are met prior to their initial use under this Agreement.
- F. All vehicles used in the performance of this Agreement shall meet or exceed the following requirements, and at a minimum shall have:
 - a. Two-way communication system;
 - b. Electronic devise capable of providing a digital driver's manifest and digital communication with dispatch and clients;
 - c. Climate control system adequate for the heating and ventilation needs of both the driver and passengers.
 - d. Functioning, clean, and accessible seat belts for each passenger seat position.
 - e. Functioning door handles on all doors;

- f. An accurate speedometer and odometer;
- g. Functioning interior light(s) within the passenger compartment;
- h. Adequate sidewall and ceiling coverings;
- i. Two exterior side view mirrors, one on each side of the vehicle;
- j. One interior mirror for monitoring the passenger compartment;
- k. Clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle;
- l. Clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease, or litter;
- m. A bottom seat cushion for each seat;
- n. Wheelchair or personal mobility device securement system;
- o. Capability of securing child safety seats that meet applicable state and federal guidelines.

Exhibit E – Driver Standards and Expectations

CITY shall ensure that all drivers:

- A. Act in a professional manner at all times, and are appropriately licensed, qualified, competent, and courteous.
- B. Protect client confidentiality, avoid offensive language/topics, maintain an appropriate professional relationship, and treat clients with respect;
- C. Wear, or have visible, easy-to-read proper identification;
- D. Be clean and maintain a neat appearance at all times;
- E. Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;
- F. Provide assistance as necessary to or from the main door of the place of destination;
- G. Identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff;
- H. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition or if requested;
- I. Confirm, prior to allowing any vehicle to proceed that:
 - i. Passengers are properly secured by their seat belts
 - ii. Wheelchairs are properly secured to the vehicle
 - iii. Passengers in wheelchairs are properly secured to their chairs
- J. Provide an appropriate level of assistance to clients when requested, as noted in the client's file, or when necessitated by the clients by the client's mobility status and personal condition, including:
 - i. Curb-to-curb
 - ii. Door-to-door

- iii. Door-through-door
 - iv. Hand-to-hand
- K. Provide support and direction to passengers as required by the client's mobility status and physical condition.
- L. Drivers or driver's assistants shall not:
- i. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity.
 - ii. Respond to or encourage a passenger's sexually implicit or explicit comments, or solicitation of sexual favors, or attempted engagement in sexual activity.
 - iii. Solicit or accept controlled substances, alcohol, or medications from clients or passengers.
 - iv. Solicit or accept money or other items of value from clients or passengers.
 - v. Use alcohol, narcotics, or controlled substances, or be under their influence while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:
 - vi. Eat food or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in client assistance.
 - vii. Give food or beverages to clients.
 - viii. Smoke in the vehicle.
 - ix. Wear any type of headphones while on duty.
 - x. Be responsible for passenger's personal items.
 - xi. Attempt to influence or restrain clients, their families/Guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.

- xii. Attempt to influence clients, their families/Guardians, or medical providers to obtain additional business.

M. Drivers have a valid driver's license.

N. Each driver performing transportation services under this Agreement receives the following recommended training in addition to the required training:

- i. Passenger assistance training;
- ii. Fire suppression;
- iii. Defensive driving.

Exhibit F – Transportation Performance Standards

CITY shall comply with the transportation performance standards as presented in this exhibit.

1. Pickup Wait Time

The average waiting time for a scheduled pickup going to an Appointment shall not exceed fifteen (15) minutes. Actual waiting time shall be thirty (30) minutes or less. A client, under no circumstances, shall arrive more than thirty (30) minutes prior to Appointments, unless this is done at the client's request.

2. Drop-off Time

The CITY shall ensure clients arrive on-time for their Appointments. The CITY shall ensure that clients are not delayed in arriving at a medical Appointment due to a delay caused by either the CITY or a subcontractor provider.

3. Return Trip Wait Time

The average waiting time for a scheduled return trip, after an Appointment, shall not exceed thirty (30) minutes.

4. Will-Call

Will-Call trips are not held to the standards listed above. Clients choosing Will-Call services shall be directly notified by the CITY of the possibility of significantly longer wait times. Will-Call trips, being immediate in nature, may result in the availability of fewer resources.

5. Trip Length

In normal driving conditions clients shall not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for transportation for an individual client using that mode, from the point of pick-up to the destination. The CITY shall require the dispatcher/provider to notify the CITY of any delay more than forty-five (45) minutes, the alternative schedule, and any alternate pick-up arrangements in these situations.

6. Exceptions

Exceptions to the above times may be made for trips with pick-up or destinations outside the client's local service region. Exceptions may be due to unusual

situations such as exceptional distances in rural areas or other situations beyond the control of the CITY.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Authorization for Continued Participation and Support of the Tulare-Kings County Regional Hazardous Materials Team

SOURCE: Fire

COMMENT: The City has been a participating member of the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) since 2019, when the current memorandum of understanding (MOU) was approved by the City Council. The RHM Team is a collaborative initiative aimed at providing a rapid and effective response to hazardous materials incidents within the participating jurisdictions of Tulare and Kings Counties. The current MOU expired on June 30, 2024, but has been extended pending the adoption of a new agreement. A new MOU has been proposed for a five (5) year term, which includes cost recovery assistance and contributions into a vehicle replacement account, to be effective July 1, 2024, to June 30, 2029. The RHM Team has been instrumental in ensuring the safety and well-being of our communities by providing specialized hazardous materials response capabilities. The team comprises trained personnel and resources from multiple jurisdictions, allowing for a coordinated and efficient response to hazardous materials incidents.

Key benefits of continued participation include:

- **Enhanced Public Safety:** The RHM Team ensures an effective response to hazardous material incidents, minimizing risks to public health and safety.
- **Resource Sharing:** The collaborative nature of the RHM Team allows for shared use of specialized equipment and trained personnel, which is cost-effective and enhances response capabilities.
- **Compliance and Preparedness:** Participation in the RHM Team ensures that the City remains compliant with state and federal regulations regarding hazardous materials response and preparedness.

Continued participation in the Tulare-Kings County Regional Hazardous Materials Team is essential for maintaining the safety and preparedness of our community. The collaborative approach provides significant benefits in terms of resource sharing, enhanced response capabilities,

and compliance with regulatory requirements. The annual cost for participation in the RHM Team is inclusive of operational costs and vehicle replacement costs to be shared among the participating jurisdictions based on their respective population percentages. The cost-sharing formula ensures an equitable distribution of expenses.

Based on the attached list of jurisdictions, population percentages, and cost shares, the City's annual cost is estimated as follows:

- City's Population Percentage **10.8%**
- City's Total Annual Cost Share: **\$14,693.52**

Funds for the continued participation in the RHM Team are available in the Fire Department's annual General Fund budget.

RECOMMENDATION: That the City Council approve the continuation of the City's participation and support of the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) and authorize the City Manager to sign the Memorandum of Understanding for a five-year term beginning July 1, 2024, and ending June 30, 2029.

ATTACHMENTS:

1. Hazmat Agreement Amendment 2024 Final
2. Hazmat Agreement Exhibit A Cost Recovery 2024 Final

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager

AMENDMENT AND EXTENSION OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF KINGS
THE COUNTY OF TULARE
CITY OF DINUBA
CITY OF EXETER
CITY OF FARMERSVILLE
CITY OF HANFORD
CITY OF LEMOORE
CITY OF LINDSAY
CITY OF PORTERVILLE
CITY OF TULARE
CITY OF VISALIA
CITY OF WOODLAKE
TULE RIVER INDIAN TRIBE OF CALIFORNIA
FOR THE
TULARE-KINGS COUNTY INTERAGENCY
HAZARDOUS MATERIALS TEAM

INTRODUCTION

This Amendment and Extension of the Memorandum of Understanding for the Tulare-Kings County Interagency Hazardous Materials Team ("Amendment") is entered into between the original parties to the MOU and with the additional new party, the Tule River Indian Tribe of California. The participating parties shall be referred to herein as "Agencies" or may be referred to individually as "Agency" in this Amendment.

The Amendment is for the purpose of extending the current MOU for an additional five-year term, while making amendments to strengthen the cost recovery provisions and formally accepting the Tule River Indian Tribe of California as a member to the MOU.

1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall be extended until June 30, 2029.

All terms of the MOU shall continue in full force and effect.

2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

Agencies agree that the provision for cost recovery among Agencies in Section 6 of the MOU shall be replaced with the following language:

COST RECOVERY AMONG AGENCIES

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. It is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

Cost recovery fees will only be charged to Agencies if the responsible party does not reimburse expenses incurred under this Agreement to the City of Visalia within twelve months after an incident.

If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, then the Agency in whose jurisdiction the incident occurred, will reimburse the remaining Agencies to this Agreement. Agencies agree such reimbursement may be made over a period of up to one year.

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

3. REVISION TO DUTIES ON TERMINATION

Parties agree that Section 8 – Termination of the MOU shall be replaced with the following:

TERMINATION

A Party to this Agreement may voluntarily terminate participation upon one hundred eighty (180) calendar days written notice to all other Parties.

Parties that are in breach of the terms of this Agreement shall be notified in writing and have ninety (90) calendar days from the date of such notice to comply with the terms of the Agreement or its participation will be terminated.

Agencies agree that if notice of termination is provided prior to October 1, when annual contributions of funds or materials are made, then any required contributions under this Agreement may be prorated based on the applicable termination date. All previously contributed fees, materials and any assets purchased in part of contributed fees shall remain with the remaining agencies comprising the Haz-Mat Team. This provision does not include the credit received by the City of Hanford for the contribution of the 2007 Pierce Hazardous Materials Unit, which has specific terms applicable in Exhibit “A” should the City of Hanford terminate participation under this MOU.

Notwithstanding a Party’s withdrawal or termination, that Agency may continue to receive cost recovery reimbursements as provided under this Agreement for costs incurred while the Agency operated under this Agreement and provided personnel or equipment to a hazardous material incident prior to termination.

4. TULE RIVER INDIAN TRIBE INCLUDED AS A PARTY TO THE MOU

Pursuant to Section 9 of the MOU and by signing this Amendment, the Agencies agree that the Tule River Indian Tribe of California shall be included as an agency to this Agreement.

The Tule River Indian Tribe of California, by signing this Amendment acknowledges that it shall fully abide by, participate, and be bound by the terms of the MOU and this Amendment. In addition, the Tule River Indian Tribe of California acknowledges that its sovereign immunity shall be waived to the extent necessary to comply with the terms of the MOU and this Amendment. The sovereign immunity of the Tule River Indian Tribe of California is not waived in any way with regard to any claim that does not arise out of or is not connected with or relating to the MOU and this Amendment.

A revised schedule of costs based on this additional Agency being added to the MOU is included with this Amendment.

4. COUNTERPARTS

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

5. NOTICES

The Agencies agree that the Notice section of the MOU shall be modified by this Amendment and any notice required to be given pursuant to this Agreement shall be in writing and sent first-class mail to the following addresses:

COUNTY OF KINGS

Salvador Flores, Fire Chief
280 Campus Drive
Hanford, CA 93230

COUNTY OF TULARE

Charlie Norman, Fire Chief
835 S. Akers Street
Visalia, CA 93277

CITY OF DINUBA

Greg Chastain, Fire Chief
420 E. Tulare Street
Dinuba, CA 93230

CITY OF EXETER

Adam Ennis, City Administrator
100 N. C Street
Exeter, CA 93221

CITY OF FARMERSVILLE

Jim Thomas, Fire Chief
909 W. Visalia Road
Farmersville, CA 93223

CITY OF HANFORD

Daniel Perkins, Fire Chief
350 W. Grangeville Avenue
Hanford, CA 93230

CITY OF LEMOORE

Fire Chief
711 W. Cinnamon Lane
Lemoore, CA 93245

CITY OF LINDSAY

Lindsay Department of Public Safety
185 N. Gale Hill Avenue
Lindsay, CA 93247

CITY OF PORTERVILLE

Shannon Skiles, Acting Fire Chief
980 S. Jaye St.
Porterville, CA 93257

CITY OF TULARE

Michael Ott, Fire Chief
800 S. Blackstone Ave.
Tulare, CA 93230

CITY OF VISALIA

Daniel Griswold, Fire Chief
420 N. Burke Street
Visalia, CA 93277

CITY OF WOODLAKE

Anthony Perez, Fire Chief
350 N. Valencia Ave.
Woodlake, CA 93286

TULE RIVER INDIAN TRIBE OF CA

Scott Goodwin, Fire Chief
299 South Reservation Road
Porterville, CA 93257

IN WITNESS WHEREOF, the Agencies have caused this Agreement to be executed by their respective authorized officers. The signatories below are hereby affirming, under penalty of perjury, that they have the requisite authority from governing body of the agency they represent to sign this Agreement and bind the local agency that they represent to the terms of this Agreement.

[Signature pages follow]

COUNTY OF KINGS

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

COUNTY OF TULARE

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

CITY OF DINUBA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF EXETER

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF FARMERSVILLE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF HANFORD

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF LEMOORE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF LINDSAY

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF PORTERVILLE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF TULARE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF VISALIA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF WOODLAKE

By: _____
City Administrator

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

TULE RIVER INDIAN TRIBE OF CALIFORNIA

By: _____
Chairman

ATTEST:

By: _____

Approved as to Form

By: _____
Tribal Attorney

Exhibit A

Cost Responsibility

The Agencies agree that each agency shall be responsible for its respective share of costs to operate on an annual basis, the Haz-Mat Team.

The Agencies, by this Agreement have agreed that on an annual basis the Haz-Mat Team should be funded \$85,531.71, which amount shall increase annually based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (“CPI”) for all Urban Consumers. The amount listed above shall be changed in an amount equal to the percentage of movement for the twelve-month period ending on June 30th for each year this Agreement is effect. In no instance shall the annual increase exceed 5%. Alternatively, the Agencies may agree, in a writing signed by all Agencies, to a different annual increase amount.

The Agencies agree that their share of the annual cost share shall be based on the respective populations of each jurisdiction compared to the total overall population of all participating jurisdictions. As census data is updated then the Agencies agree to update this section of this Agreement based on the most recent census data.

In consideration of the City of Hanford transferring ownership of the 2007 Pierce Hazardous Materials Unit to the City of Visalia for use by the Haz-Mat Team in 2019, the Agencies agreed that Hanford shall be credited as contributing \$100,240 or ten (10) years of payments, whichever occurs first. The City of Hanford annual contribution shall be first subtracted from this amount before any additional amounts are owed. As of the date of this Amendment, signed in 2024, the City of Hanford contributions totaled \$47,688.28, with \$52,551.72 remaining as credits. VFD shall adopt an applicable cost recovery rate for this vehicle that shall be applied to cost recovery charges for the VFD as it will have the responsibility to maintain and operate the unit on behalf of the Haz-Mat Team. In case the City of Hanford terminates this Agreement prior to this credit ending, then the City of Visalia shall either return the 2007 Pierce Hazardous Materials Unit or pay the City of Hanford the outstanding balance of the credit listed in this paragraph to retain the vehicle.

A chart with the breakdown of the operational cost-share and the vehicle replacement is on the following page.

Agency	Population minus Hanford	Population % (minus Hanford)	Operation Cost	Population % (minus Hanford & Vis)	Vehicle Replacement Cost	Total Haz Mat Cost	2023 Cost Share
Tulare County Fire Department	134,267	23.42%	\$20,031.83	31.32%	\$ 11,316.17	\$ 31,348.00	\$16,782.94
Dinuba Fire Department	25,573	4.46%	\$3,815.34	5.96%	\$ 2,155.32	\$ 5,970.66	\$ 3,195.15
Exeter Fire Department	10,179	1.78%	\$1,518.65	2.37%	\$ 857.90	\$ 2,376.54	\$ 1,277.61
Farmersville Fire Department	10,327	1.80%	\$1,540.73	2.41%	\$ 870.37	\$ 2,411.10	\$ 1,273.47
Hanford Fire Department*	59,286		\$0.00		\$ -	\$ -	\$ 7,388.29
Kings County Fire Department	66,486	11.60%	\$9,919.31	15.51%	\$ 5,603.51	\$ 15,522.82	\$ 8,219.16
Lemoore Fire Department	26,855	4.68%	\$4,006.60	6.26%	\$ 2,263.37	\$ 6,269.97	\$ 3,338.17
Visalia Fire Department	144,532	25.21%	\$21,563.30		\$ -	\$ 21,563.30	\$17,943.62
Woodlake Fire Department	7,713	1.35%	\$1,150.73	1.80%	\$ 650.06	\$ 1,800.79	\$ 967.37
Porterville Fire Department	62,934	10.98%	\$9,389.37	14.68%	\$ 5,304.15	\$ 14,693.52	\$ 7,851.83
Lindsay Fire Department	12,594	2.20%	\$1,878.95	2.94%	\$ 1,061.44	\$ 2,940.38	\$ 1,564.90
Tulare Fire Department	70,799	12.35%	\$10,562.78	16.51%	\$ 5,967.02	\$ 16,529.80	\$ 8,741.17
Tule River Fire Department	1,033	0.18%	\$154.12	0.24%	\$ 87.06	\$ 241.18	
Total	573,292	100.00%	\$85,531.71	100.00%	\$36,136.36	\$121,668.07	\$78,543.67

* The City of Hanford has a remaining balance on their credit from transferring ownership of the hazmat vehicle to the City of Visalia and this is why there is not an operational or a vehicle replacement cost share amount listed for the City of Hanford.

** The City of Visalia does not have a cost share amount listed for vehicle replacement given Visalia is taking responsibility for 47% of the total cost share as described in the amendment. The City of Visalia's cost share portion over the five years of this extension is \$352,500.

*** Note that if a city decides not to participate and terminates this agreement then they will be removed from the participating list and cause the applicable cost share of participating agencies to increase. If additional cities agree to participate, then the total population and corresponding share of costs will decrease.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Approval for Community Civic Event - Haven Dispensary and Food Link for Tulare County - Christmas on Main Street - December 14, 2024

SOURCE: Finance

COMMENT: Haven Dispensary and Food Link for Tulare County are requesting approval to hold the Christmas on Main Street Event on Saturday, December 14, 2024, from 3:00 PM to 8:00 PM. This is a fundraising event and will feature food booths, vendor booths, children's activities, a Santa meet and greet, a live DJ, and dance performances. The event will use Centennial Park for the children's activities, Santa meet and greet, and dance performances. The event organizers are requesting the closure of Main Street from Morton Avenue to Putnam Avenue, West Harrison Ave, West Thurman Ave and West Cleveland Ave from North Hockett Street to North Main Street, and East Harrison Ave, East Thurman Ave and East Cleveland Ave from North Main Street to North Second Street, as indicated on the attached map. The applicant also requests barricades and refuse pickup. An outside amplifier permit has been approved from 3:00 PM to 8:00 PM. Additionally, the applicant plans to provide their own security personnel for this event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by Haven Dispensary and Food Link for Tulare County to hold the Christmas on Main Street event on December 14, 2024, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:

1. Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CM: 12/3/24

Camillamcarrera@hotmail.co

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? Yes E-mail address? Website?

Application date: November 20, 2024 Event date: 12/14/24

Event time: 3:00-8:00 pm

Name of Event: Christmas on Main Street

Sponsoring organization: Daisy Magana Haven Dispensary FoodLink Tulare County Phone # (559) 631-3663

Address: 611 2nd St, Exeter, CA 93221

Authorized representative: Diane Mangmoradeth Phone # (559) 310-9198

Address: 1 West Morton Porterville, CA 93257

Event chairperson: Camilla Carrera Phone # (559) 361-1085

1 West Morton Porterville, CA 93257

Location of event Main Street

(Location map must be attached)

Description of event: We are creating a platform for small businesses & celebrating the holidays as a community. This is a fundraising event with many vendors & performances for kids.

Purpose of event: fundraising

Non-profit organization status: 510(c)(3)

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 16-20 Street sweeping Yes No X

Police protection Yes No X Refuse pickup Yes X No

Other: Applicant plans on using their own Security personnel.

Parks facility application required: Yes X No Attached X

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

CC

Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

CC

Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

CC

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

CC

Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

CC

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Haven Dispensary

(Name of Organization)

(Signature)

CC

(Date)

11/20/2

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Christmas on Main Street

Sponsoring organization: Foodlink Co.

Location: Main Street Event date: 12/14/24 Event time: 3-8 pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Kettle Korn Kings		✓	Food
Lemonade		✓	Beverages
LB Charms		✓	Accessories
WS Cottage		✓	Baked goods
Luna Moch		✓	Jewelry
Eight Rays		✓	Jewelry
Haven Dispensary			Info booth
Dana's Drip			Beverages
Foodlink Co.			non profit
Ma n M Crochet		✓	Accessories
Self Defense Keychains		✓	Accessories
Megan's		✓	Accessories

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Christmas on Main Street

Sponsoring organization: FoodLink Co.

Event date: December 14, 2024 Hours: 3:00 - 8:00pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity
Main Street	Morton	Putnam	vendors
Centennial Park			kids activities & performances
Harrison	Main	Hockett	Traffic Control
Harrison	Main	Second	
Thurman	Main	Hockett	
Thurman	Main	Second	
Cleveland	Main	Hockett	
Cleveland	Main	Second	
Putnam	Main	Hockett	
Putnam	Main	Second	
<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>

Parking lots and spaces

Location

Activity



Centennial Park

- Crafts for kids
- meet n greet w/ Sant
- dance performance
- DJ/radiostation

Vendors

Requirements for Community Civic Event
Haven Dispensary and Food Link for Tulare County
Christmas on Main Street
December 14, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	The Streets Department will coordinate based on the requested closure and finalized approved traffic plan. The CCE does not request street sweeping; an evaluation needs to be made as a requirement of the event.
Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C, pages 1-6.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to remain off of the grass.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk Management requires \$2 million per occurrence in commercial general liability coverage, naming the City of Porterville as an additional insured. An endorsement page must accompany the certificate of insurance.
Field Services Superintendent: <i>B. Spry</i>	For Refuse service, I will need to know how many cans or bins they are wanting, what size, and when/where they want them to be delivered.
Field Services Manager: <i>R. Alvarez</i>	Staff has reviewed the street closure plan and they have no comments.

Requirements for Community Civic Event

Sponsor: Haven Dispensary and Food Link for Tulare County
Event: Christmas on Main Street
Event Chairman: Camilla Carrera
Location: Main Street, Porterville, Ca
Date of Event: December 14, 2024 (3:00 p.m.-8:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Haven Dispensary and Food Link for Tulare County provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Christmas on Main Street
December 14, 2024—3:00pm-8:00pm

Proposed Conditions/Requirements—Downtown Main Street

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. Event organizers shall contact Sgt. Maria Aguillon of the Porterville Police Department Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance regarding the proposed road closure.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Mark Azevedo, Lieutenant
Police Department

Exhibit B

**CITY OF PORTERVILLE/FIRE DEPARTMENT
COMMUNITY CIVIC EVENT APPLICATION**

**CHRISTMAS ON MAIN STREET
NOVEMBER 20, 2024
MAIN STREET, PORTERVILLE**

Proposed Conditions/Requirements for Event:

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing.

All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use.

All trailers shall be separated from the towing vehicle and levelled. There shall be a minimum of 12' between units.

All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B,C fire extinguisher.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq. ft. with sides, or 700 sq. ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

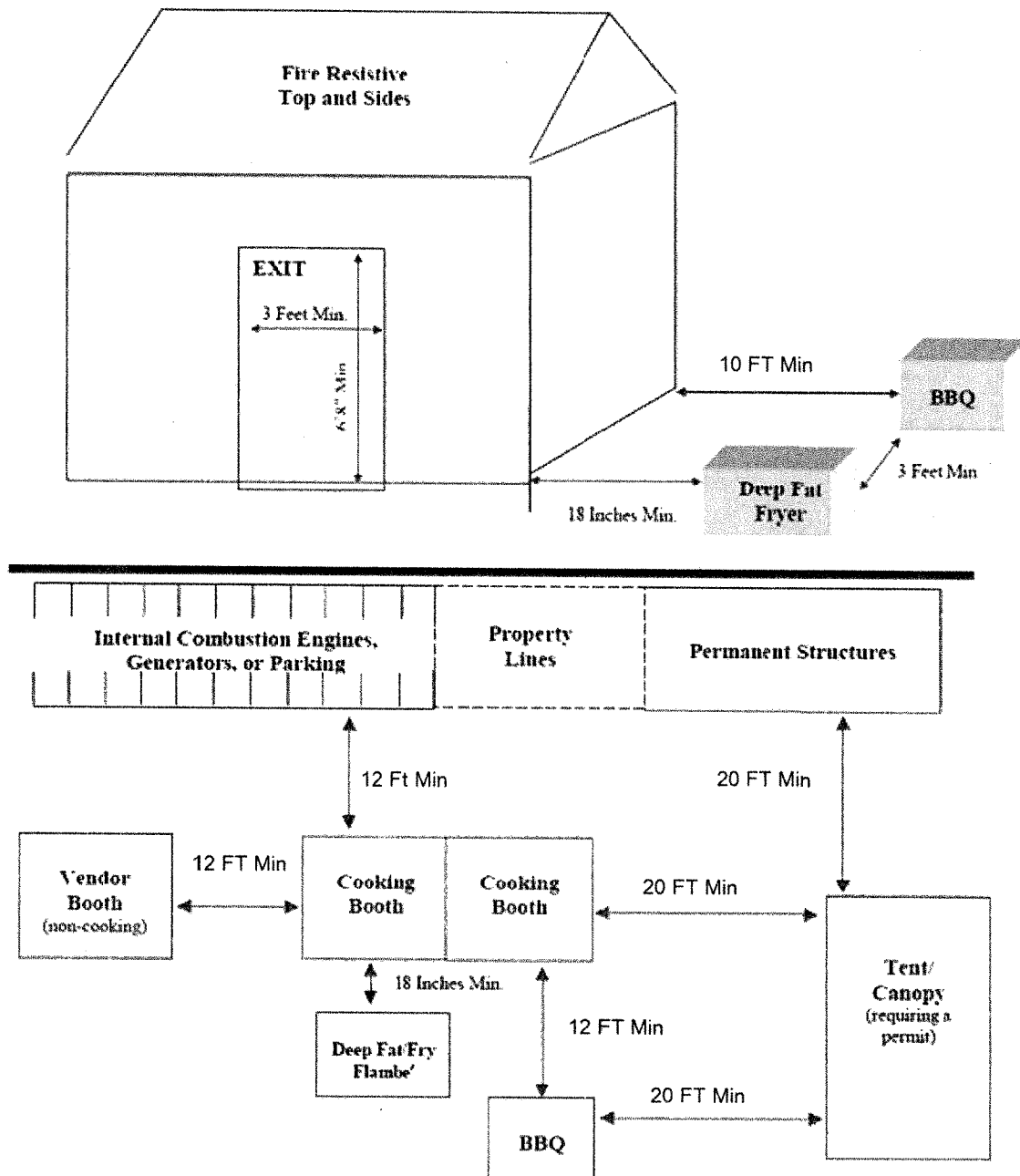
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

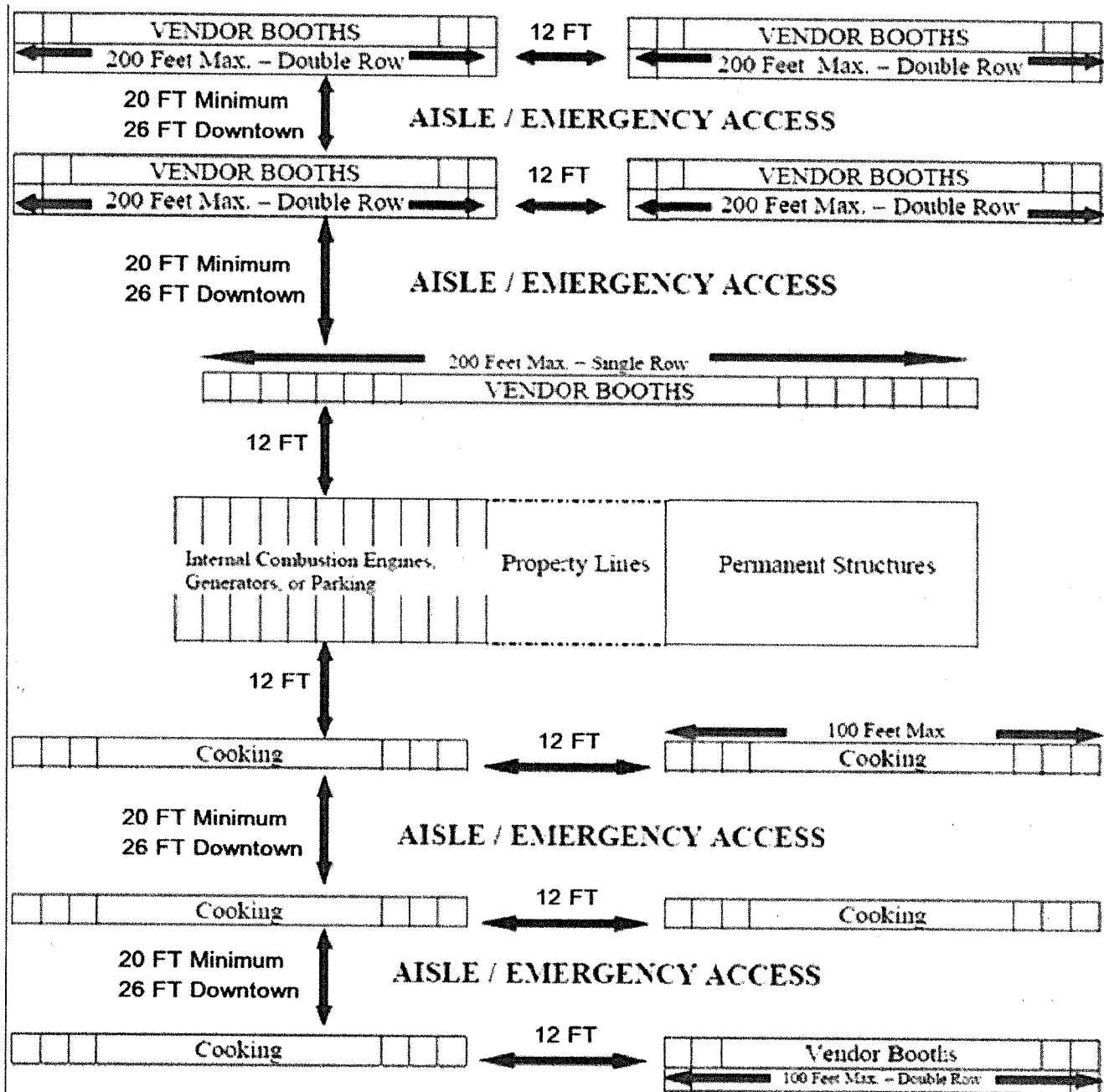
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

Event will be using a D.J
/ Radio Station
JAM-N 101.3
LA 94.5

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Camilla Carrera
2065 Linda Vista Ave
- 2 Address where amplification equipment is to be used: 296 N. Main Street
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Camilla Carrera
2065 Linda Vista Ave
- 4 Type of event for which amplification equipment will be used: Public vendors and
fundraising for holidays
- 5 Dates and hours of operation of amplification equipment: 12/14/24 3:00-8:00 pm
- 6 A general description of the sound amplifying equipment to be used: music for dance
performances, holiday music

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Camilla Carrera
Signature of Applicant

12/20/24
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

11/25/24
Date



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on November 19, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

Chronology:

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Bourdreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue

(Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits.

On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11,

2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening.

Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month.

However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached

Item No. 10.

daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the

Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue

- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Porterville Army National Guard Armory Daily Census

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

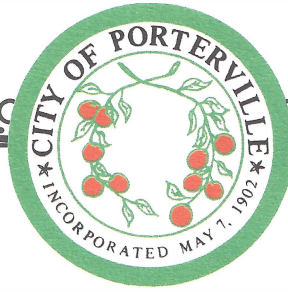
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

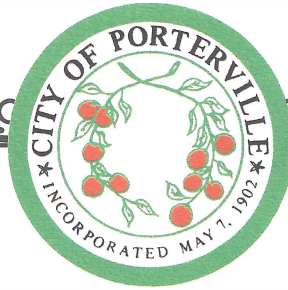
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

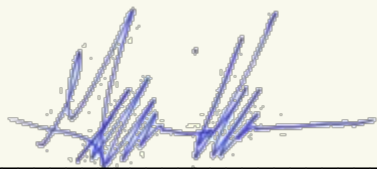
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

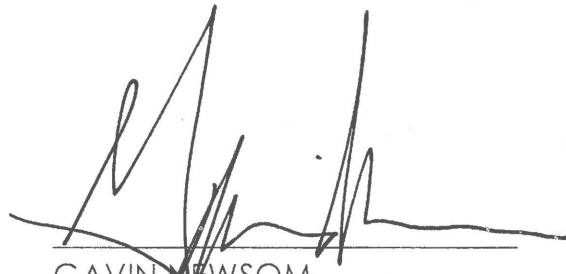
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
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Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

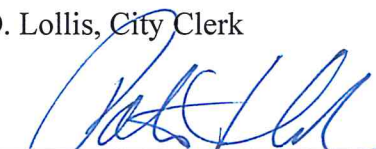
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

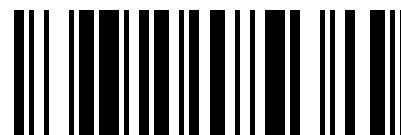
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
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FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29th ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter

Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3

Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5

Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1
Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5
Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5

Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5
Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5

Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
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Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2, 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
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Saturday, May 25, 2024	35	0	9
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Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
Friday, July 26, 2024	22	0	7
Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
Tuesday, August 13, 2024	23	0	5
Wednesday, August 14, 2024	24	0	4
Thursday, August 15, 2024	20	0	3
Friday, August 16, 2024	18	0	3
Saturday, August 17, 2024	23	0	4
Sunday, August 18, 2024	23	0	3
Monday, August 19, 2024	21	0	4
Tuesday, August 20, 2024	24	0	3
Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 20024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 20204	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 20204	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2
Wednesday, October 30, 2024	27	0	2
Thursday, October 31, 2024	24	0	2

Friday, November 1, 2024	30	0	3
Saturday, November 2, 2024	24	0	2
Sunday, November 3, 2024	34	0	3
Monday, November 4, 2024	30	0	2
Tuesday, November 5, 2024	30	0	2
Wednesday, November 6, 2024	32	0	2
Thursday, November 7, 2024	34	0	3
Friday, November 8, 2024	30	0	2
Saturday, November 9, 2024	32	0	3
Sunday, November 10, 2024	36	0	3
Monday, November 11, 2024	42	0	3
Tuesday, November 12, 2024	48	0	3
Wednesday, November 13, 2024	41	0	2
Thursday, November 14, 2024	45	0	3
Friday, November 15, 2024	45	0	3
Saturday, November 16, 2024	49	0	3
Sunday, November 17, 2024	49	0	3
Monday, November 18, 2024	49	0	3
Tuesday, November 19, 2024	51	0	5
Wednesday, November 20, 2024	46	0	4
Thursday, November 21, 2024	46	0	3
Friday, November 22, 2024	57	0	6
Saturday, November 23, 2024	48	0	5
Sunday, November 24, 2024	45	0	5
Monday, November 25, 2024	42	0	4



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Permanent Local Housing Allocation (PLHA) 5-year Plan Amendment No. 3

SOURCE: Community Development

COMMENT: On July 16, 2024, the Council authorized staff to distribute a Request for Proposals (RFP) for the design and installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers as an expansion of the Porterville Navigation Center (PNC). The proposal awarded on November 5, 2024, was for \$2,459,994. This amount did not account for the 10% contingency for the project. A total of \$2,500,000 in American Rescue Plan Act (ARPA) funds were allocated to fund the project, however, that leaves a funding gap of \$305,994; the amount of which is mostly what would be allocated towards the standard 10% contingency of the project. Staff was directed to bring back an item to allocate the additional costs to cover the contingency costs.

As an Entitlement Local government, the City of Porterville has applied for 2019, 2020, 2021, and 2022 formula allocations of Permanent Local Housing Allocation (PLHA) program funds in the amounts of \$342,754, \$532,745, \$586,270, and \$293,840 respectively. In order to receive the funds, a 5-year plan had to be submitted as part of the first-year application. This plan allocates PLHA funding over five (5) years from 2019, which was estimated to be approximately \$2,056,524.

The City's approved 5-year plan outlines its intention to use the PLHA funds for the eligible activity 6 (PLHA Guidelines, Article III, Section 301(a)(6)), which is defined as, "Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing."

As identified above in the PLHA Guidelines, Article III, Section 301(a)(6), capital costs for navigation centers and emergency shelters is an eligible activity. Staff is recommending that the City Council consider using up to \$293,840 from the PLHA Year 4 funds to help with the expansion of the PNC. These funds have recently been applied for, but have not yet been received, and no formal request for proposals (RFP) has been issued for

the original purposes outlined in the PLHA 5-Year Plan for year 4. If the funds for the PNC expansion are not needed to complete the project due to the identification of other funding sources or the contingency amount is not needed, the PLHA funds would be reallocated back to other activities already approved in the PLHA 5-Year Plan. If this happens, staff will bring the item back to the City Council for approval to open an RFP for any Year 4 funds that are not used for the expansion.

Any reallocation of more than 10% of the funds for PLHA activities requires an official amendment to the PLHA 5-Year Plan. This amendment must be approved by the City Council in a publicly noticed meeting, and final approval will come from the HCD.

Staff is proposing to amend the approved PLHA 5-Year Plan for Year 4 to allow for these adjustments. This amendment will include contingency language to ensure that if the funds for the PNC expansion are not needed, or if other funding sources are found, the PLHA funds can be returned to their original intended uses.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to receive public comment on the proposed 5-Year Plan Amendment No. 3 for reallocation of funds; and
2. Adopt the draft resolution approving Amendment No. 3 to the Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing its transmittal to the California Department of Housing and Community Development.

ATTACHMENTS:

1. Draft Resolution
2. Draft Amendment No. 3 to PLHA 5-Year Plan (Exhibit A to draft resolution)
3. PLHA Amendment Form

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT NO. 3 TO THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM 5-YEAR PLAN AND AUTHORIZING SUBMITTAL OF THE
AMENDMENT TO THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

The City Council of the City of Porterville, a municipality ("Applicant/Grantee") hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, in 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). These NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020 and 2021, and 2022 thus far;

WHEREAS, funding for the NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities;

WHEREAS, The City of Porterville is considered an Entitlement Local government, and was eligible for a 2019, 2020, 2021 and 2022 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, \$586,270, and \$293,840, respectively. The PLHA five-year formula allocation amount is \$2,056,524;

WHEREAS, in order to participate in the formula allocation, the City of Porterville was required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities, which was submitted to HCD by the July 27, 2020 deadline and approved by HUD. Amendment No. 1 to the five-year plan was approved in 2021;

WHEREAS, on May 7, 2024, the City Council of the City of Porterville approved Amendment No. 2 to the five-year plan;

WHEREAS, on June 18, 2024, the Council authorized staff to submit the streamlined application for Permanent Local Housing Allocation (PLHA) program funds for year 4 for an allocation of \$293,840;

WHEREAS, the approved plan may be reallocated among eligible activities with

minor amendments for changes of less than 10% of each activity's allocation, or major amendments which will require proper notice, a public hearing, and final approval from the Council and HCD. Since the proposed category reallocation is more than a 10% change within activities, this triggers the major amendment rules;

WHEREAS, the City of Porterville, opened a 10-day public comment and review period, to give the public the opportunity to review the proposed amendment to the PLHA 5-Year Plan and provide comments, on December 3, 2024; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of December 3, 2024, conducted a public hearing which opened at ____ p.m. and closed at ____ p.m. to receive comments and to consider an amendment to the PLHA 5-Year Plan, where no comments were received or comments received are summarized in attachment 3.

WHEREAS, Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

WHEREAS, Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the amended 5-Year Permanent Local Housing Allocation Plan as provided in Exhibit "A" and authorize staff to submit the amendment to the 5-Year PLHA Plan with the following parameters and:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$2,056,524 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.

4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
6. The Mayor, or her/his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 3rd day of December 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

Exhibit A: Amended PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 3

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the first year funding availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). Since then, HCD has issued additional NOFAs for four (4) subsequent years, thus far. The NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020, 2021 and 2022 thus far.

Funding for the NOFAs is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Purpose: The City of Porterville is considered an Entitlement Local government, and has been eligible for published PLHA funds in the amount of \$342,754, \$532,745, \$586,270, and \$293,840, respectively. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.

4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or at-risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Requirements: In order to participate in the formula allocation, the City of Porterville is required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities.

Plan: With City Council and the community's input, it is recommended that the City of Porterville utilize the funds in the following manner:

I. §302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

- A.** The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over four (4) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

- B. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):
1. Support Navigation Centers by
 - a. Providing funds for Operating Costs
 - b. Providing funds for Capital Costs
 2. Provide operating funds for emergency shelters and/or bridge housing program costs.
 3. Support Permanent Housing Programs to provide operating funds for permanent supportive housing program costs.

The City of Porterville will utilize the Request for Proposals process to allow agencies to apply for funding associated with operating costs and will follow required procurement standards for completion of the capital improvement projects.

II. §302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

- A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by the Kings Tulare Homeless Alliance (KTHA) programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 60% AMI.

III. §302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

- A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.
- B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.
- C. Housing Element Goals consistent with the PLHA program priorities.

1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - I. Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-time homebuyers, large families, and homeless individuals and families.
 - Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
 - Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.
 - Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.
 - Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
 - Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care ("the Alliance") and work with adjacent jurisdictions to develop additional shelter opportunities.

IV. Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

V. §302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

(Attachment 1 budget summary provided for further clarification)

A. *Priority 1: Navigation Center:*

1. Operating and capital costs for a Navigation Center: PLHA funds would be used for operation and capital costs in support of Navigation Centers. The Navigation Centers serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

The amendment for Year 4 use of funds is to facilitate additional amenities at the Porterville Navigation Center (PNC) that include a dining hall, kitchen, office space and sanitation facility with public restroom and showers as an expansion. An amendment was required to Year 4 allocation to allocate these funds to cover a gap in funding and ensure completion of the project. CONTINGENCY: If the additional funds for the PNC are not needed, the funds would be reallocated back to the activities as indicated in the table below as "Current Plan." Staff would then prepare and distribute an RFP for any remaining Year 4 funds that are not used for the expansion project.

B. *Priority 2: Emergency Shelter*

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.
2. The City would consider Operating costs for bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. Priority 3: Permanent Housing:

1. The City would consider funding Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.
2. As part of Amendment 3 of the 5-year PLHA plan year 4 is being allocated to navigation center capital improvement activity, if needed to cover a funding gap to complete the Porterville Navigation Center Expansion project.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).												
Funding Allocation Year	2020	2020	2020	2021	2021	2021	2022	2023	2023	2023		
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive/Care Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive/Care Management Services	Navigation Center Capital Costs	Emergency Shelter Operating	Navigation Center Operating	Supportive/Care Management Services		
\$302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	100%	60%	25%	10%		
\$302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%		TOTAL
\$302(c)(4)(E)(iii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		0
\$302(c)(4)(E)(iv) Projected Number of Households Served	5	15	8	5	15	9	100	5	15	10		187
\$302(c)(4)(E)(v) Period of Affordability for the Proposed Activity [55 years required for rental housing projects]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

VI. §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

A. For activities that will be carried out by subrecipients

1. Within 6 months after awards are received:

- a. Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan.
 - b. Enter into agreement (s) to execute each program
- B. For activities that will be carried out by the City proper procurement procedures will be followed to bid capital improvement projects.**
- C. Monthly**
 1. Monitor progress
 2. Obtain monthly accomplishment data from subrecipients
- D. Yearly**
 1. Complete yearly accomplishment report
 2. Apply for subsequent year funding to execute 5-year Plan

Attachment 1: Current and Amended Budget Summary

Current Plan (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	66%	63%	60%	60%	62%
Permanent	10%	4%	7%	10%	10%	8%
	100%	100%	100%	100%	100%	100%
Amendment 3 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	0%	5%	4%
Navigation Center	25%	25%	25%	100%	25%	40%
Operations Costs				0%		
*Capital Costs (Up to)				100%		
Emergency Housing & Bridge Housing	60%	66%	63%	0%	60%	50%
Permanent	10%	4%	7%	0%	10%	6%
	100%	100%	100%	100%	100%	100%

Current Plan (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 319,647.00	\$ 293,135.00	\$ 176,304.00	\$ 180,549.00	\$ 1,175,287.40
Permanent	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ 29,384.00	\$ 30,091.50	\$ 156,099.60
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00
Amendment 3 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ -	\$ 15,045.75	\$ 88,134.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 293,840.00	\$ 75,228.75	\$ 734,511.00
Operations Costs				\$ -		
*Capital Costs (Up to)				\$ 293,840.00		
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 346,284.25	\$ 381,075.50	\$ -	\$ 180,549.00	\$ 1,113,561.15
Permanent	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ -	\$ 30,091.50	\$ 126,715.60
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Attachment 2: Summary of Public Comments Received at December 3 2024, Public Hearing

This section will be updated after the public hearing

Permanent Local Housing Allocation (PLHA) Formula Allocation

5-Year Plan **Amendment Form**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

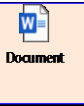
**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

Email: PLHA@hcd.ca.gov

**Final Filing Date: June 30, 2027
at 4:00 P.M. PST**

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 03/18/24	
Eligible Applicant Type:		Entitlement									
Local Government Recipient of PLHA Formula Allocation:										Porterville	
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Porterville									
Address:		291 N Main St									
City:	Porterville	State:	CA	Zip:	93257	County:	Tulare				
Auth Rep Name:		Martha A. Flores		Title:	Mayor	Auth Rep. Email:			mflores@ci.porterville.ca.us	Phone:	(559) 782-7466
Address:		291 N Main St				City:	Porterville	State:	CA	Zip Code:	93257
Contact Name:		Claudia Calderon		Title:	Community Development Director	Contact Email:			ccalderon@ci.porterville.ca.us	Contact Phone:	(559) 782-7460
Address:		291 N Main St				City:	Porterville	State:	CA	Zip Code:	93257
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?										No	
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?								A sample agreement can be found by double clicking on the icon to the right			
File Name:	Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso		Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.					Yes	Uploaded to HCD?		Yes
File Name:	Gov TIN		Provide a signed Gov't TIN Form					Uploaded to HCD?		Yes	
File Name:	Applicant Delegation Agreement		Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)					Uploaded to HCD?		N/A	
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										No	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.										No	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										No	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										No	

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

No

§302(c)(4) Plan											Rev. 03/18/24		
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.													
A. The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over four (4) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. §301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing. B. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes): - Navigation Centers - Operating Costs - Capital Costs - Provide operating costs for emergency shelters and/or bridge housing programs. - Support Permanent Housing Programs to provide operating costs for permanent supportive housing programs. The City of Porterville will utilize the Request for Proposals process to allow agencies to apply for funding associated with operating costs and will follow proper procurement standards for completion of the capital improvements.													
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).													
A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by KTHA programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 30% AMI.													
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.													
A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts. B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation. C. Housing Element Goals consistent with the PLHA program priorities. - Goal 2: Expand the City's low- and moderate-income housing opportunities. - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households - Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-time homebuyers, large families, and homeless individuals and families. - Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons. - Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities. - Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments. - Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis. - Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care ("the Alliance") and work with adjacent jurisdictions to develop additional shelter opportunities.													
Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))													
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.													
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.													
I. Priority 1: Navigation Center: A. Operating and Capital costs for a Navigation Center: PLHA funds would be used for operation and capital costs associated with a Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing. The amendment for Year 4 use of funds is to facilitate additional amenities at the Porterville Navigation Center (PNC) that include a dining hall, kitchen, office space and sanitation facility with public restroom and showers as an expansion. An amendment was required to Year 4 funding allocations to allocate these funds to cover a gap in funding and ensure completion of the project. CONTINGENCY: If the additional funds for the PNC are not needed, the funds would be reallocated back to the activities as indicated in the table as "Current Plan." Staff would then prepare and distribute a RFP for any remaining Year 4 funds that are not used for the expansion. (Budget summary provided for further clarification as Attachment 1 to the Five Year Plan) II. Priority 2: Emergency Shelter A. Operating for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness. B. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions. III. Priority 3: Permanent Housing: A. The City would consider Operating for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include include operating expenses for Multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).													
Funding Allocation Year	2020	2020	2020	2021	2021	2021	2022	2023	2023	2023			
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive/Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive/Case Management Services	Navigation Center Capital Costs	Emergency Shelter Operating	Navigation Center Operating	Supportive/Case Management Services			
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	100%	60%	25%	10%			
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%			TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	8	5	15	9	100	5	15	10			187
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.													
A. For activities that will be carried out by subrecipients - Within 6 months after awards are received: - Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan. - Enter into agreement (s) to execute each program B. For activities that will be carried out by the City proper procurement procedures will be followed to bid capital improvement projects. C. Monthly - Monitor progress - Obtain monthly accomplishment data from subrecipients D. Yearly													
File Name:	Plan Adoption Reso		§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.					Uploaded to HCD?		Yes			



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Consideration of Establishing a Standing Cannabis Committee

SOURCE: City Manager's Office

COMMENT: At its meeting of November 19, 2024, the City Council took action to abolish the Ad Hoc Cannabis Committee established in 2017 to review and advise the Council on matters related to the establishment of local cannabis business regulations. Because the Ad Hoc Committee's charge was completed, it was appropriate to abolish the committee and consider the establishment of a standing committee to work with staff on an as-needed basis to review cannabis-related matters.

In addition to abolishing the ad hoc committee, the Council provided direction to staff to bring back an item to establish a standing Cannabis Committee comprised of two Council Members. Pursuant to that direction, a draft resolution has been prepared for Council consideration. It is proposed that the Committee be staffed at the discretion of the City Manager.

RECOMMENDATION: That the City Council consider approving the draft resolution establishing a standing Cannabis Committee.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ESTABLISHING A STANDING
CANNABIS COMMITTEE**

WHEREAS, upon the passage of Proposition 64, the Adult Use of Marijuana Act, the City Council formed an ad hoc committee comprised of two council members to work with staff to research options and make recommendations concerning the regulation of cannabis-related businesses; and

WHEREAS, the ad hoc committee was active from its formation through 2024, making recommendations to establish a local taxing structure, land use and development agreements, and cannabis permitting procedures and regulations; and

WHEREAS, because ad hoc committees are temporary, time-specific and/or task-oriented bodies, and because the City's commercial cannabis activities are now established, it would now be prudent to establish a standing committee to be used for cannabis-related items.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Establishes a standing Cannabis Committee comprised of two City Council Members and supported by staff as determined by the City Manager.
2. Said Committee will be subject to the Ralph M. Brown Act, and will meet on an as-needed basis to review cannabis-related matters to then make recommendations to the City Council.

PASSED, APPROVED, AND ADOPTED this _____ day of November, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Chief Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Consideration of a "Merry Christmas" Banner Purchase for Main Street

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville intends to utilize the banner poles on Main Street, donated by the Porterville Exchange Club, at the corner of Main Street and Cleveland Avenue to advertise events, seasons, and/or programs that are held in Porterville. On August 20, 2024, City Council approved a policy on the Exhibition of Federal, State, and City Flags, and Banners from City Buildings and Facilities - All Occasions. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled and coordinated by the City.

On November 19, 2024, City Council approved Council Member Beltran's request to consider the purchase and installation of a "Merry Christmas" banner for Main Street as a scheduled matter at its meeting on December 3, 2024. The approximate cost of a banner is \$1,300. Based on the lighted garland over Main Street and the Veterans Day Parade banner recently hung, it would be possible to have lights above and/or below a banner. However, the image on the banner may still be difficult to see at night, even with lights. The cost to hang lights on the banner would be \$90. The cost of decorative garland to hang either above or below the banner would be approximately \$1,000. The estimated production time of the banner is seven (7) business days. The garland would take approximately ten (10) business days to arrive. Funds are available in the Community Promotion budget should the City Council approve this purchase.

RECOMMENDATION: That the City Council provide direction on the purchase of a "Merry Christmas" banner for Main Street.

ATTACHMENTS: 1. Lighted garland

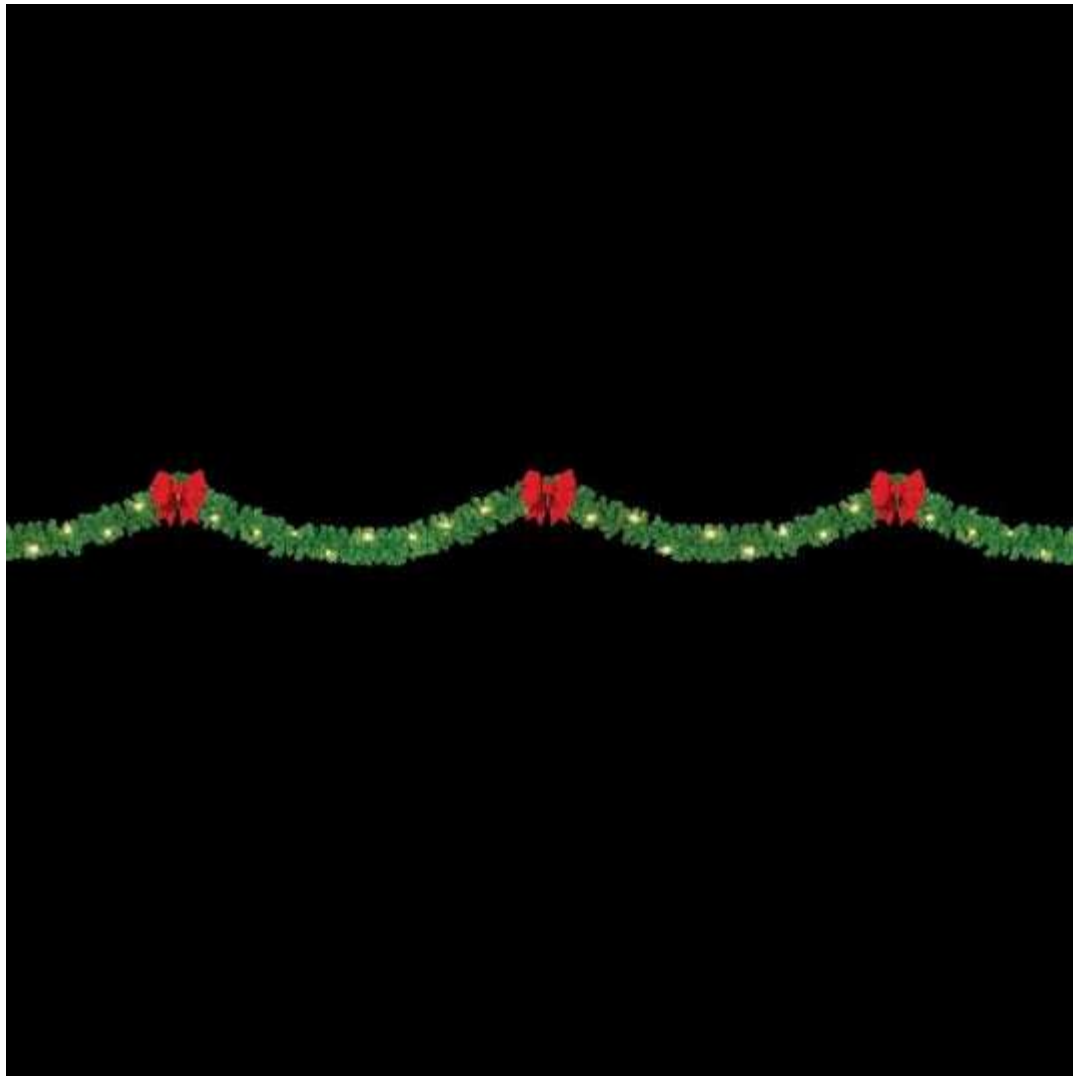
2. Street Banner Guidelines and Application

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



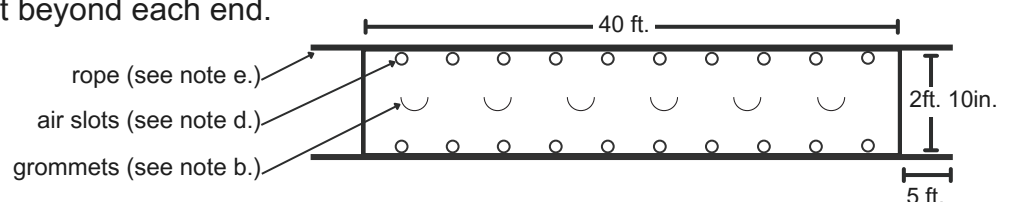


STREET BANNER Guidelines and Application

GUIDELINES

The City of Porterville utilizes the banner poles on Main Street to advertise events and/or programs that are held in Porterville. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled, and coordinated by the City. The banner permit process follows the City's Street Banners Policy with the following guidelines:

- Applicants must submit a completed banner permit application to the Parks and Leisure Services Department at least 60 days prior to the requested installation date and remit payment of the banner permit application fee (\$20). Applications received less than 90 days prior to the requested installation date are subject to the City's ability to facilitate the request. Applicants may apply for banner locations up to 6 months prior to their installation date.
- A completed banner design (including text and graphics) must be submitted to Parks and Leisure Services at the time of application.
- Banners promoting specific events cannot be hung more than 14 days prior to the start of the event and must be removed within five days after the completion of the event.
- Applicant must designate a licensed contractor to install and remove the banner following guidelines provided by the City or remit payment for those services to be provided by the City (\$300).
- Once the banner permit is approved, the applicant must arrange for the production of the banner designed to the specifications below. If the banner is not constructed correctly, it will not be installed.
 - a. Material must be durable cloth, canvas or vinyl and it is recommended that the final banner be double-sided.
 - b. Banners should have reinforced grommets on the top and the bottom for attachment points. The grommets should be spaced at approximately 4 feet intervals.
 - c. Banners should be 2 feet and 10 inches wide and 40 feet in length.
 - d. Air slots will be spaced approximately 5 feet apart, located at the centerline of banner.
 - e. A 1/4-inch synthetic rope shall be sewn in the top and bottom of the banner, extending approximately 5 feet beyond each end.





Parks & Leisure
Services

STREET BANNER Guidelines and Application

APPLICATION

APPLICANT NAME

GROUP/ ORGANIZATION

MAILING ADDRESS

PHONE NUMBER

EMAIL ADDRESS

BANNER DISPLAY PERIOD

EVENT/ PROGRAM DESCRIPTION

BANNER ARTWORK

A completed banner design (including text and graphics) must be submitted.

☐

Artwork is attached to this application

☐

Artwork will be submitted electronically
to parks_leisure@ci.porterville.ca.us

**BANNER
PERMIT FEE:
\$20**

Paid to City of Porterville

INSTALLATION

☐

Banner will be installed by a licensed contractor.

Contractor Name: _____

☐

Banner will be installed by the City of Porterville.
(\$300 installation fee)

AGREEMENT

Signature: _____

Date: _____

I have read and understand the terms of the agreement for displaying banners. The organization agrees to indemnify, defend and hold harmless the City of Porterville, its officers, employees and agents from any claim of liability or responsibility for any accident, loss or damage to persons or property arising out of or resulting from the installation or display of banners.

(559) 791-7695

15 E. Thurman Ave., Suite A, Porterville, CA 93257



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Consideration of Adoption of Resolution Approving the City of Porterville's Position Pay Plans for 2020-2024

SOURCE: Administrative Services

COMMENT: After the conclusion of each labor negotiation, City staff presents the Council with the fully executed Memorandum of Understanding ("MOU") restating benefits as well as amendments pertaining to wages, benefits, and working conditions as negotiated. City Council acceptance and approval of the MOU is then demonstrated by Council authorization and adoption of a Resolution ratifying the agreed-upon changes. Staff is then directed to amend all other documentation that may be necessary to document and implement said negotiated changes.

When the California Public Employees' Retirement System (CalPERS) audits specific employee accounts, the MOU's with attached Resolutions have historically satisfied CalPERS' requirements for documentation. Within the last few months, CalPERS has requested that each amendment of the Position Pay Plan be approved and adopted by the Council with its recommended minor revisions. CalPERS has requested that the Council recertify the revised Position Pay Plans for the time period beginning in 2020 to the present.

RECOMMENDATION: That the City Council adopt the draft resolution approving and ratifying the City of Porterville's Position Pay Plans for 2020-2024.

ATTACHMENTS:

1. Recommended Changes
2. Recommended Changes - Redline Version
3. 6-1-20 Appendix C
4. 7-1-20 Appendix C
5. 1-1-21 Appendix C
6. 7-1-21 Appendix C
7. 8-1-21 Appendix C
8. 10-1-21 Appendix C
9. 7-1-22 Appendix C
10. 7-1-23 Appendix C

11. 7-1-24 Appendix C
12. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: June 1, 2020

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM/ MONTHLY MAXIMUM</u>		<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Accountant I	1	185	4150	5064	1	P	1
Accountant II	0	213	5485	6693	1	E	1
Account Clerk I	1	140	2652	3236	3	40	2
Account Clerk II	4	150	2930	3575	3	40	2
Account Clerk III	0	154	3048	3719	2	A	1
Accounting Technician	0	164	3367	4109	2	A	1
Administrative Aide	4	178	3870	4723	1	A	1
Administrative Aide (Limited Term)	2	178	3870	4723	1	A	1
Administrative Analyst I	6	196	4630	5651	1	E	1
Administrative Analyst II	3	210	5323	6496	1	E	1
Administrative Assistant	4	152	2988	3646	2	A	1
Administrative Services Manager	0	235	6828	8332	1	E	-
Administrative Services Director	0	250	7928	9673	1	E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	178	3870	4723	1	E	1
Airport Services Coordinator	1	181	3988	4866	1	E	1
Animal Control Officer	0	152	2988	3646	3	40	5
Animal Shelter Supervisor	1	197	4676	5708	1	E	1
Assistant City Engineer	0	236	6896	8416	1	P	1
Assistant Construction Project Mgr.	1	204	5014	6119	1	E	1
Assistant Engineer	1	204	5014	6119	1	P	1
Assistant Engineer (Limited Term)	0	204	5014	6119	1	P	1

APPENDIX C

City of Porterville Position Pay Plan

~~Last Update~~Effective Date: June 1, 2020

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>SALARY RANGE MONTHLY MINIMUM/ MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	1	185	4150__-5064	1 P	1
Accountant II	0	213	5485__-6693	1 E	1
Account Clerk I	1	140	2652__-3236	3 40	2
Account Clerk II	4	150	2930__-3575	3 40	2
Account Clerk III	0	154	3048__-3719	2 A	1
Accounting Technician	0	164	3367__-4109	2 A	1
Administrative Aide	4	178	3870__-4723	1 A	1
Administrative Aide (Limited Term)	2	178	3870__-4723	1 A	1
Administrative Analyst I	6	196	4630__-5651	1 E	1
Administrative Analyst II	3	210	5323__-6496	1 E	1
Administrative Assistant	4	152	2988__-3646	2 A	1
Administrative Services Manager	0	235	6828__-8332	1 E	-
Administrative Services Director	0	250	7928__-9673	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	178	3870__-4723	1 E	1
Airport Services Coordinator	1	181	3988__-4866	1 E	1
Animal Control Officer	0	152	2988__-3646	3 40	5
Animal Shelter Supervisor	1	197	4676__-5708	1 E	1
Assistant City Engineer	0	236	6896__-8416	1 P	1
Assistant Construction Project Mgr.	1	204	5014__-6119	1 E	1
Assistant Engineer	1	204	5014__-6119	1 P	1
Assistant Engineer (Limited Term)	0	204	5014__-6119	1 P	1

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: June 1, 2020

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	1	185	4150	5064	1 P	1
Accountant II	0	213	5485	6693	1 E	1
Account Clerk I	1	140	2652	3236	3 40	2
Account Clerk II	4	150	2930	3575	3 40	2
Account Clerk III	0	154	3048	3719	2 A	1
Accounting Technician	0	164	3367	4109	2 A	1
Administrative Aide	4	178	3870	4723	1 A	1
Administrative Aide (Limited Term)	2	178	3870	4723	1 A	1
Administrative Analyst I	6	196	4630	5651	1 E	1
Administrative Analyst II	3	210	5323	6496	1 E	1
Administrative Assistant	4	152	2988	3646	2 A	1
Administrative Services Manager	0	235	6828	8332	1 E	-
Administrative Services Director	0	250	7928	9673	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	178	3870	4723	1 E	1
Airport Services Coordinator	1	181	3988	4866	1 E	1
Animal Control Officer	0	152	2988	3646	3 40	5
Animal Shelter Supervisor	1	197	4676	5708	1 E	1
Assistant City Engineer	0	236	6896	8416	1 P	1
Assistant Construction Project Mgr.	1	204	5014	6119	1 E	1
Assistant Engineer	1	204	5014	6119	1 P	1
Assistant Engineer (Limited Term)	0	204	5014	6119	1 P	1
Assistant Field Services Manager	0	223	6059	7395	1 A	1
Assistant Planner	1	196	4630	5651	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Assistant Project Manager	1	204	5014	6119	1	E	1
Associate Engineer	2	215	5595	6828	1	P	1
Associate Planner	1	210	5323	6496	1	P	1
Building Inspector I	1	188	4276	5218	3	40	2
Building Inspector II	1	198	4723	5765	3	P	2
Building Permit Technician	1	178	3870	4723	1	A	1
Chemist I	1	202	4915	5998	1	P	1
Chemist II	0	210	5323	6496	1	P	1
Chief Building Inspector	1	215	5595	6828	1	E	1
Chief Building Official	1	225	6181	7544	1	E	1
Chief Deputy City Clerk	1	210	5323	6496	1	E	1
Chief Financial Officer	0	240	7177	8757	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	236	6896	8416	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	242	7322	8934	1	E	1
City Librarian	1	215	5595	6828	1	E	1
City Manager	1	CONTR ACT	12661.5	12661.5	1	E	-
City Planner	0	237	6965	8500	1	E	1
Clerical Assistant I	1	140	2652	3236	3	40	2
Clerical Assistant I (Limited Term)	1	140	2652	3236	3	40	2
Clerical Assistant II	6	145	2787	3401	3	40	2
Clerical Assistant III	2	150	2930	3575	3	A	2
Clerical Assistant Trainee	0	130	2401	2930	3	40	2
Code Enforcement Officer	0	162	3301	4028	3	40	5
Code Enforcement Officer II	1	182	4028	4915	3	40	5
Communications Dispatcher	11	160	3236	3949	3	40	5
Communications Dispatcher (Lt. Term)	0	160	3236	3949	3	40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Communications Supervisor	1	184	4109	5014	3	40	5
Community Development Director	1	254	8250	10066	1	E	-
Community Development Manager	1	237	6965	8500	1	E	1
Community Services Officer I	7	162	3301	4028	3	40	5
Community Services Officer II	1	172	3646	4449	3	40	5
Construction/Project Manager	1	225	6181	7544	1	P	1
Deputy City Clerk	1	178	3870	4723	1	A	1
Deputy City Manager	1	268	9483	11573	1	E	-
Deputy Public Works Director/ City Engineer	0	248	7772	9483	1	E	-
Deputy Public Works Director/ Field Services Manager	0	248	7772	9483	1	E	-
Development Assistant	1	196	4630	5651	1	P	1
Development Assistant: Housing	0	196	4630	5651	1	P	1
Development Associate	1	210	5323	6496	1	P	1
Economic Dev. & Housing Mgr.	1	237	6965	8500	1	E	1
Electrician/Instrument Technician	1	183	4068	4964	3	40	2
Engineering & Building Technician	2	164	3367	4109	3	40	2
Engineering Inspector I	0	188	4276	5218	3	P	2
Engineering Inspector II	2	198	4723	5765	3	P	2
Engineering & Project Management Director	1	259	8671	10580	1	E	-
Engineering Specialist I	0	168	3504	4276	3	40	2
Engineering Specialist II	2	179	3909	4770	3	40	2
Engineering Specialist III	1	188	4276	5218	3	P	2
Engineering Specialist III – (Lt. Term)	0	188	4276	5218	3	P	2
Executive Assistant to City Manager	1	157	3141	3832	2	A	1
Field Services Manager	1	237	6965	8500	1	E	1
Field Services Shop Superintendent	1	207	5166	6305	1	E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESEN TATION</u>
Field Services Shop Supervisor	0	188	4276	5218	1	E	1
Field Services Streets Superintendent	1	207	5166	6305	1	E	1
Field Services Superintendent	1	207	5166	6305	1	E	1
Field Services Supervisor	1	179	3909	4770	1	E	1
Field Services Supervisor – Water	1	190	4361	5323	1	E	1
Field Services Worker I	0	147	2843	3469	3	40	2
Field Services Worker I- Airport Maint.	2	147	2843	3469	3	40	2
Field Services Worker II	17	157	3141	3832	3	40	2
Field Services Worker II- Streets	8	159	3204	3909	3	40	2
Field Services Worker III	2	167	3469	4233	3	40	2
Field Services Worker III- Airport	0	167	3469	4233	3	40	2
Field Services Worker III- Streets	1	169	3539	4319	3	40	2
Field Services Worker Trainee	0	133	2474	3018	3	40	2
Finance Director	1	254	8250	10066	1	E	-
G.I.S. Supervisor	1	210	5323	6496	1	P	1
G.I.S. Technician	0	164	3367	4109	3	40	2
Human Resources Aide	2	178	3870	4723	1	A	1
Human Resources Analyst I	0	196	4630	5651	1	A	1
Human Resources Analyst II	0	210	5323	6496	1	E	1
Human Resources Assistant	1	152	2988	3646	2	A	1
Industrial Waste Inspector I	0	187	4233	5166	3	P	2
Industrial Waste Inspector II	0	198	4723	5765	1	P	1
Information Technology Manager	1	220	5881	7177	1	E	1
Lab Attendant	0	156	3110	3794	3	40	2
Lab Superintendent	1	218	5765	7035	1	E	1
Lab Supervisor	0	218	5765	7035	1	E	1
Lab Technician I	0	171	3610	4405	3	40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Lab Technician II	1	181	3988	4866	3	40	2
Lab Technician III	0	191	4405	5376	3	P	2
Leisure Services Coordinator	2	163	3334	4068	3	40	2
Leisure Servs Coordinator (Lt. Term)	0	163	3334	4068	3	40	2
Leisure Services Superintendent	0	201	4866	5939	1	E	1
Leisure Services Supervisor	1	177	3832	4676	1	E	1
Library Assistant	7	150	2930	3575	3	40	2
Library Assistant (Limited Term)	0	150	2930	3575	3	40	2
Library Assistant Trainee	0	133	2474	3018	3	40	2
Library Supervisor I	1	166	3435	4191	1	E	1
Library Supervisor II	1	178	3870	4723	1	E	1
Live Release Coordinator	1	152	2988	3646	3	40	5
Mechanic I	0	158	3172	3870	3	40	2
Mechanic II	5	171	3610	4405	3	40	2
Mechanic Assistant	0	145	2787	3401	3	40	2
Meter Reader	3	155	3079	3757	3	40	2
Parks & Leisure Services Director	1	253	8169	9966	1	E	-
Parks and Leisure Services Specialist	1	188	4276	5218	1	P	1
Parks Maintenance Worker I	4	142	2706	3301	3	40	2
Parks Maintenance Worker II	11	157	3141	3832	3	40	2
Parks Maintenance Worker II (PD)	1	157	3141	3832	3	40	2
Parks Maintenance Worker III	3	167	3469	4233	3	40	2
Parks Superintendent	1	207	5166	6305	1	E	1
Parks Supervisor	0	179	3909	4770	1	E	1
Planning Technician	0	164	3367	4109	3	A	2
Police Officer Trainee	5	162	3301	4028	3	40	5
Police Services Supervisor	0	193	4494	5485	1	A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Principal Civil Engineer	1	225	6181	7544	1	P	1
Project Manager	1	215	5595	6828	1	E	1
Property & Evidence Technician	2	157	3141	3832	3	40	5
Public Education Officer	0	152	2988	3646	3	40	5
Public Works Director	1	259	8671	10580	1	E	-
Purchasing Agent	0	199	4770	5822	1	E	1
Records Clerk	5	150	2930	3575	3	40	5
Senior Communications Dispatcher	1	165	3401	4150	3	40	5
Senior Records Clerk	0	155	3079	3757	3	40	5
Senior Planner	1	215	5595	6828	1	P	1
Storekeeper	0	155	3079	3757	3	40	2
Utility Billing Supervisor	0	168	3504	4276	1	A	1
WWTF Operator Superintendent	1	215	5595	6828	1	E	1
WWTF Operator I	0	157	3141	3832	3	40	2
WWTF Operator II	6	166	3435	4191	3	40	2
WWTF Operator III	2	184	4109	5014	3	40	2
WWTF Operator Trainee	0	133	2474	3018	3	40	2
Water Systems Specialist	1	190	4361	5323	1	A	1
Water Utility Superintendent	1	215	5595	6828	1	E	1
Water Utility Worker I	1	157	3141	3832	3	40	2
Water Utility Worker II	14	166	3435	4191	3	40	2
Water Utility Worker III	3	184	4109	5014	3	40	2
Zalud House Curator	0	138	2600	3172	3	40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Fire Chief	1	259	8671	10580	1	E	-
Fire Battalion Chief	5	243	7395	9023	1	E	-
Fire Marshal (non-sworn)	1	215	5595	6828	1	E	-
Fire Captain	10	214	5540	6760	4	27	6
Fire Engineer	9	193	4494	5485	4	27	4
Firefighter	18	184	4109	5014	4	27	4
Administrative Staff (a)							
<u>Police Protection:</u>							
Chief of Police	1	268	9483	11573	1	E	-
Police Captain	2	243	7395	9023	1	E	-
Police Lieutenant	5	226	6242	7619	1	E	-
Police Sergeant	11	219	5822	7106	4	E	3
Police Officer	59	197	4676	5708	4	28	3
Police Officer (Limited Term)	1	197	4676	5708	4	28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: July 1, 2020

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Accountant I	1	185	4150	5064	1 P	1
Accountant II	0	213	5485	6693	1 E	1
Account Clerk I	1	140	2652	3236	3 40	2
Account Clerk II	4	150	2930	3575	3 40	2
Account Clerk III	0	154	3048	3719	2 A	1
Accounting Technician	0	164	3367	4109	2 A	1
Administrative Aide	4	178	3870	4723	1 A	1
Administrative Aide (Limited Term)	2	178	3870	4723	1 A	1
Administrative Analyst I	6	196	4630	5651	1 E	1
Administrative Analyst II	3	210	5323	6496	1 E	1
Administrative Assistant	4	152	2988	3646	2 A	1
Administrative Services Manager	0	235	6828	8332	1 E	-
Administrative Services Director	0	250	7928	9673	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	178	3870	4723	1 E	1
Airport Services Coordinator	1	181	3988	4866	1 E	1
Animal Control Officer	0	152	2988	3646	3 40	5
Animal Shelter Supervisor	1	197	4676	5708	1 E	1
Assistant City Engineer	0	236	6896	8416	1 P	1
Assistant Construction Project Mgr.	1	204	5014	6119	1 E	1
Assistant Engineer	1	204	5014	6119	1 P	1
Assistant Engineer (Limited Term)	0	204	5014	6119	1 P	1
Assistant Field Services Manager	0	223	6059	7395	1 A	1
Assistant Planner	1	196	4630	5651	1 P	1
Assistant Project Manager	1	204	5014	6119	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Associate Engineer	2	215	5595	6828	1 P	1
Associate Planner	1	210	5323	6496	1 P	1
Building Inspector I	1	188	4276	5218	3 40	2
Building Inspector II	1	198	4723	5765	3 P	2
Building Permit Technician	1	178	3870	4723	1 A	1
Chemist I	1	202	4915	5998	1 P	1
Chemist II	0	210	5323	6496	1 P	1
Chief Building Inspector	1	215	5595	6828	1 E	1
Chief Building Official	1	225	6181	7544	1 E	1
Chief Deputy City Clerk	1	210	5323	6496	1 E	1
Chief Financial Officer	0	240	7177	8757	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	236	6896	8416	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	242	7322	8934	1 E	1
City Librarian	1	215	5595	6828	1 E	1
City Manager	1	CONTR ACT	12661.5	12661.5	1 E	-
City Planner	0	237	6965	8500	1 E	1
Clerical Assistant I	1	140	2652	3236	3 40	2
Clerical Assistant I (Limited Term)	1	140	2652	3236	3 40	2
Clerical Assistant II	6	145	2787	3401	3 40	2
Clerical Assistant III	2	150	2930	3575	3 A	2
Clerical Assistant Trainee	0	130	2401	2930	3 40	2
Code Enforcement Officer	0	162	3301	4028	3 40	5
Code Enforcement Officer II	1	182	4028	4915	3 40	5
Communications Dispatcher	11	160	3236	3949	3 40	5
Communications Dispatcher (Lt. Term)	0	160	3236	3949	3 40	5
Communications Supervisor	1	184	4109	5014	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Community Development Director	1	254	8250	10066	1 E	-
Community Development Manager	1	237	6965	8500	1 E	1
Community Services Officer I	7	162	3301	4028	3 40	5
Community Services Officer II	1	172	3646	4449	3 40	5
Construction/Project Manager	1	225	6181	7544	1 P	1
Deputy City Clerk	1	178	3870	4723	1 A	1
Deputy City Manager	1	268	9483	1573	1 E	-
Deputy Public Works Director/ City Engineer	0	248	7772	9483	1 E	-
Deputy Public Works Director/ Field Services Manager	0	248	7772	9483	1 E	-
Development Assistant	1	196	4630	5651	1 P	1
Development Assistant: Housing	0	196	4630	5651	1 P	1
Development Associate	1	210	5323	6496	1 P	1
Economic Dev. & Housing Mgr.	1	237	6965	8500	1 E	1
Electrician/Instrument Technician	1	183	4068	4964	3 40	2
Engineering & Building Technician	2	164	3367	4109	3 40	2
Engineering Inspector I	0	188	4276	5218	3 P	2
Engineering Inspector II	2	198	4723	5765	3 P	2
Engineering & Project Management Director	1	259	8671	10580	1 E	-
Engineering Specialist I	0	168	3504	4276	3 40	2
Engineering Specialist II	2	179	3909	4770	3 40	2
Engineering Specialist III	1	188	4276	5218	3 P	2
Engineering Specialist III – (Lt. Term)	0	188	4276	5218	3 P	2
Executive Assistant to City Manager	1	157	3141	3832	2 A	1
Field Services Manager	1	237	6965	8500	1 E	1
Field Services Shop Superintendent	1	207	5166	6305	1 E	1
Field Services Shop Supervisor	0	188	4276	5218	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Field Services Streets Superintendent	1	207	5166	6305	1 E	1
Field Services Superintendent	1	207	5166	6305	1 E	1
Field Services Supervisor	1	179	3909	4770	1 E	1
Field Services Supervisor – Water	1	190	4361	5323	1 E	1
Field Services Worker I	0	147	2843	3469	3 40	2
Field Services Worker I- Airport Maint.	2	147	2843	3469	3 40	2
Field Services Worker II	17	157	3141	3832	3 40	2
Field Services Worker II- Streets	8	159	3204	3909	3 40	2
Field Services Worker III	2	167	3469	4233	3 40	2
Field Services Worker III- Airport	0	167	3469	4233	3 40	2
Field Services Worker III- Streets	1	169	3539	4319	3 40	2
Field Services Worker Trainee	0	133	2474	3018	3 40	2
Finance Director	1	254	8250	10066	1 E	-
G.I.S. Supervisor	1	210	5323	6496	1 P	1
G.I.S. Technician	0	164	3367	4109	3 40	2
Human Resources Aide	2	178	3870	4723	1 A	1
Human Resources Analyst I	0	196	4630	5651	1 A	1
Human Resources Analyst II	0	210	5323	6496	1 E	1
Human Resources Assistant	1	152	2988	3646	2 A	1
Industrial Waste Inspector I	0	187	4233	5166	3 P	2
Industrial Waste Inspector II	0	198	4723	5765	1 P	1
Information Technology Manager	1	220	5881	7177	1 E	1
Lab Attendant	0	156	3110	3794	3 40	2
Lab Superintendent	1	218	5765	7035	1 E	1
Lab Supervisor	0	218	5765	7035	1 E	1
Lab Technician I	0	171	3610	4405	3 40	2
Lab Technician II	1	181	3988	4866	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Lab Technician III	0	191	4405	5376	3 P	2
Leisure Services Coordinator	2	163	3334	4068	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	163	3334	4068	3 40	2
Leisure Services Superintendent	0	201	4866	5939	1 E	1
Leisure Services Supervisor	1	177	3832	4676	1 E	1
Library Assistant	7	150	2930	3575	3 40	2
Library Assistant (Limited Term)	0	150	2930	3575	3 40	2
Library Assistant Trainee	0	133	2474	3018	3 40	2
Library Supervisor I	1	166	3435	4191	1 E	1
Library Supervisor II	1	178	3870	4723	1 E	1
Live Release Coordinator	1	152	2988	3646	3 40	5
Mechanic I	0	158	3172	3870	3 40	2
Mechanic II	5	171	3610	4405	3 40	2
Mechanic Assistant	0	145	2787	3401	3 40	2
Meter Reader	3	155	3079	3757	3 40	2
Parks & Leisure Services Director	1	253	8169	9966	1 E	-
Parks and Leisure Services Specialist	1	188	4276	5218	1 P	1
Parks Maintenance Worker I	4	142	2706	3301	3 40	2
Parks Maintenance Worker II	11	157	3141	3832	3 40	2
Parks Maintenance Worker II (PD)	1	157	3141	3832	3 40	2
Parks Maintenance Worker III	3	167	3469	4233	3 40	2
Parks Superintendent	1	207	5166	6305	1 E	1
Parks Supervisor	0	179	3909	4770	1 E	1
Planning Technician	0	164	3367	4109	3 A	2
Police Officer Trainee	5	162	3301	4028	3 40	5
Police Services Supervisor	0	193	4494	5485	1 A	1
Principal Civil Engineer	1	225	6181	7544	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Project Manager	1	215	5595	6828	1 E	1
Property & Evidence Technician	2	157	3141	3832	3 40	5
Public Education Officer	0	152	2988	3646	3 40	5
Public Works Director	1	259	8671	0580	1 E	-
Purchasing Agent	0	199	4770	5822	1 E	1
Records Clerk	5	150	2930	3575	3 40	5
Senior Communications Dispatcher	1	165	3401	4150	3 40	5
Senior Records Clerk	0	155	3079	3757	3 40	5
Senior Planner	1	215	5595	6828	1 P	1
Storekeeper	0	155	3079	3757	3 40	2
Utility Billing Supervisor	0	168	3504	4276	1 A	1
WWTF Operator Superintendent	1	215	5595	6828	1 E	1
WWTF Operator I	0	157	3141	3832	3 40	2
WWTF Operator II	6	166	3435	4191	3 40	2
WWTF Operator III	2	184	4109	5014	3 40	2
WWTF Operator Trainee	0	133	2474	3018	3 40	2
Water Systems Specialist	1	190	4361	5323	1 A	1
Water Utility Superintendent	1	215	5595	6828	1 E	1
Water Utility Worker I	1	157	3141	3832	3 40	2
Water Utility Worker II	14	166	3435	4191	3 40	2
Water Utility Worker III	3	184	4109	5014	3 40	2
Zalud House Curator	0	138	2600	3172	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	259	8671	10580	1 E	-
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<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Fire Battalion Chief	5	243	7395	9023	1 E	-
Fire Marshal (non-sworn)	1	215	5595	6828	1 E	-
Fire Captain	10	214	5540	6760	4 27	6
Fire Engineer	9	193	4494	5485	4 27	4
Firefighter	18	184	4109	5014	4 27	4
Administrative Staff (a)						

Police Protection:

Chief of Police	1	268	9483	11573	1 E	-
Police Captain	2	243	7395	9023	1 E	-
Police Lieutenant	5	226	6242	7619	1 E	-
Police Sergeant	11	219	5822	7106	4 E	3
Police Officer	59	197	4676	5708	4 28	3
Police Officer (Limited Term)	1	197	4676	5708	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: January 1, 2021

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Accountant I	2	185	4150	5064	1 P	1
Accountant II	0	213	5485	6693	1 E	1
Account Clerk I	1	140	2652	3236	3 40	2
Account Clerk II	4	150	2930	3575	3 40	2
Account Clerk III	0	154	3048	3719	2 A	1
Accounting Technician	0	164	3367	4109	2 A	1
Administrative Aide	5	178	3870	4723	1 A	1
Administrative Aide (Limited Term)	2	178	3870	4723	1 A	1
Administrative Analyst I	5	196	4630	5651	1 E	1
Administrative Analyst II	2	210	5323	6496	1 E	1
Administrative Assistant	4	152	2988	3646	2 A	1
Administrative Services Manager	0	235	6828	8332	1 E	-
Administrative Services Director	0	250	7928	9673	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	178	3870	4723	1 E	1
Airport Services Coordinator	1	181	3988	4866	1 E	1
Animal Control Officer	0	152	2988	3646	3 40	5
Animal Shelter Supervisor	1	197	4676	5708	1 E	1
Assistant City Engineer	0	236	6896	8416	1 P	1
Assistant Construction Project Mgr.	1	204	5014	6119	1 E	1
Assistant Engineer	1	204	5014	6119	1 P	1
Assistant Engineer (Limited Term)	0	204	5014	6119	1 P	1
Assistant Field Services Manager	0	223	6059	7395	1 A	1
Assistant Planner	1	196	4630	5651	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Assistant Project Manager	1	204	5014	6119	1	E	1
Associate Engineer	2	215	5595	6828	1	P	1
Associate Planner	1	210	5323	6496	1	P	1
Building Inspector I	1	188	4276	5218	3	40	2
Building Inspector II	1	198	4723	5765	3	P	2
Building Permit Technician	1	178	3870	4723	1	A	1
Chemist I	1	202	4915	5998	1	P	1
Chemist II	0	210	5323	6496	1	P	1
Chief Building Inspector	1	215	5595	6828	1	E	1
Chief Building Official	1	225	6181	7544	1	E	1
Chief Deputy City Clerk	1	210	5323	6496	1	E	1
Chief Financial Officer	0	240	7177	8757	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	236	6896	8416	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	242	7322	8934	1	E	1
City Librarian	1	215	5595	6828	1	E	1
City Manager	1	CONTR ACT	12661.5	12661.5	1	E	-
City Planner	0	237	6965	8500	1	E	1
Clerical Assistant I	1	140	2652	3236	3	40	2
Clerical Assistant I (Limited Term)	1	140	2652	3236	3	40	2
Clerical Assistant II	6	145	2787	3401	3	40	2
Clerical Assistant III	2	150	2930	3575	3	A	2
Clerical Assistant Trainee	0	130	2401	2930	3	40	2
Code Enforcement Officer	0	162	3301	4028	3	40	5
Code Enforcement Officer II	1	182	4028	4915	3	40	5
Communications Dispatcher	11	160	3236	3949	3	40	5
Communications Dispatcher (Lt. Term)	0	160	3236	3949	3	40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Communications Supervisor	1	184	4109	5014	3	40	5
Community Development Director	1	255	8332	10167	1	E	-
Community Development Manager	1	237	6965	8500	1	E	1
Community Services Officer I	7	162	3301	4028	3	40	5
Community Services Officer II	1	172	3646	4449	3	40	5
Construction/Project Manager	1	225	6181	7544	1	P	1
Deputy City Clerk	1	178	3870	4723	1	A	1
Deputy City Manager	1	269	9578	11689	1	E	-
Deputy Public Works Director/ City Engineer	0	248	7772	9483	1	E	-
Deputy Public Works Director/ Field Services Manager	0	248	7772	9483	1	E	-
Development Assistant	1	196	4630	5651	1	P	1
Development Assistant: Housing	0	196	4630	5651	1	P	1
Development Associate	1	210	5323	6496	1	P	1
Economic Dev. & Housing Mgr.	1	237	6965	8500	1	E	1
Electrician/Instrument Technician	1	183	4068	4964	3	40	2
Engineering & Building Technician	2	164	3367	4109	3	40	2
Engineering Inspector I	0	188	4276	5218	3	P	2
Engineering Inspector II	2	198	4723	5765	3	P	2
Engineering & Project Management Director	1	26	8757	10685	1	E	-
Engineering Specialist I	0	168	3504	4276	3	40	2
Engineering Specialist II	2	179	3909	4770	3	40	2
Engineering Specialist III	1	188	4276	5218	3	P	2
Engineering Specialist III – (Lt. Term)	0	188	4276	5218	3	P	2
Executive Assistant to City Manager	1	157	3141	3832	2	A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Field Services Manager	1	237	6965	8500	1	E	1
Field Services Shop Superintendent	1	207	5166	6305	1	E	1
Field Services Shop Supervisor	0	188	4276	5218	1	E	1
Field Services Streets Superintendent	1	207	5166	6305	1	E	1
Field Services Superintendent	1	207	5166	6305	1	E	1
Field Services Supervisor	1	179	3909	4770	1	E	1
Field Services Supervisor – Water	1	190	4361	5323	1	E	1
Field Services Worker I	0	147	2843	3469	3	40	2
Field Services Worker I- Airport Maint.	2	147	2843	3469	3	40	2
Field Services Worker II	17	157	3141	3832	3	40	2
Field Services Worker II- Streets	8	159	3204	3909	3	40	2
Field Services Worker III	2	167	3469	4233	3	40	2
Field Services Worker III- Airport	0	167	3469	4233	3	40	2
Field Services Worker III- Streets	1	169	3539	4319	3	40	2
Field Services Worker Trainee	0	133	2474	3018	3	40	2
Finance Director	1	255	8332	10167	1	E	-
G.I.S. Supervisor	1	210	5323	6496	1	P	1
G.I.S. Technician	0	164	3367	4109	3	40	2
Human Resources Aide	2	178	3870	4723	1	A	1
Human Resources Analyst I	0	196	4630	5651	1	A	1
Human Resources Analyst II	0	210	5323	6496	1	E	1
Human Resources Assistant	1	152	2988	3646	2	A	1
Industrial Waste Inspector I	0	187	4233	5166	3	P	2
Industrial Waste Inspector II	0	198	4723	5765	1	P	1
Information Technology Manager	1	220	5881	7177	1	E	1
Lab Attendant	0	156	3110	3794	3	40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Lab Superintendent	1	218	5765	7035	1	E	1
Lab Supervisor	0	218	5765	7035	1	E	1
Lab Technician I	0	171	3610	4405	3	40	2
Lab Technician II	1	181	3988	4866	3	40	2
Lab Technician III	0	191	4405	5376	3	P	2
Leisure Services Coordinator	2	163	3334	4068	3	40	2
Leisure Servs Coordinator (Lt. Term)	0	163	3334	4068	3	40	2
Leisure Services Superintendent	0	201	4866	5939	1	E	1
Leisure Services Supervisor	1	177	3832	4676	1	E	1
Library Assistant	7	150	2930	3575	3	40	2
Library Assistant (Limited Term)	0	150	2930	3575	3	40	2
Library Assistant Trainee	0	133	2474	3018	3	40	2
Library Supervisor I	1	166	3435	4191	1	E	1
Library Supervisor II	1	178	3870	4723	1	E	1
Live Release Coordinator	1	152	2988	3646	3	40	5
Mechanic I	0	158	3172	3870	3	40	2
Mechanic II	5	171	3610	4405	3	40	2
Mechanic Assistant	0	145	2787	3401	3	40	2
Meter Reader	3	155	3079	3757	3	40	2
Parks & Leisure Services Director	1	255	8332	10167	1	E	-
Parks and Leisure Services Specialist	1	188	4276	5218	1	P	1
Parks Maintenance Worker I	4	142	2706	3301	3	40	2
Parks Maintenance Worker II	11	157	3141	3832	3	40	2
Parks Maintenance Worker II (PD)	1	157	3141	3832	3	40	2
Parks Maintenance Worker III	3	167	3469	4233	3	40	2
Parks Superintendent	1	207	5166	6305	1	E	1
Parks Supervisor	0	179	3909	4770	1	E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Planning Technician	0	164	3367	4109	3	A	2
Police Officer Trainee	5	162	3301	4028	3	40	5
Police Services Supervisor	0	193	4494	5485	1	A	1
Principal Civil Engineer	1	225	6181	7544	1	P	1
Project Manager	1	215	5595	6828	1	E	1
Property & Evidence Technician	2	157	3141	3832	3	40	5
Public Education Officer	0	152	2988	3646	3	40	5
Public Works Director	1	260	8757	10685	1	E	-
Purchasing Agent	0	199	4770	5822	1	E	1
Records Clerk	5	150	2930	3575	3	40	5
Senior Communications Dispatcher	1	165	3401	4150	3	40	5
Senior Records Clerk	0	155	3079	3757	3	40	5
Senior Planner	1	215	5595	6828	1	P	1
Storekeeper	0	155	3079	3757	3	40	2
Utility Billing Supervisor	0	168	3504	4276	1	A	1
WWTF Operator Superintendent	1	215	5595	6828	1	E	1
WWTF Operator I	0	157	3141	3832	3	40	2
WWTF Operator II	6	166	3435	4191	3	40	2
WWTF Operator III	2	184	4109	5014	3	40	2
WWTF Operator Trainee	0	133	2474	3018	3	40	2
Water Systems Specialist	1	190	4361	5323	1	A	1
Water Utility Superintendent	1	215	5595	6828	1	E	1
Water Utility Worker I	1	157	3141	3832	3	40	2
Water Utility Worker II	14	166	3435	4191	3	40	2
Water Utility Worker III	3	184	4109	5014	3	40	2
Zalud House Curator	0	138	2600	3172	3	40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
<u>PUBLIC SAFETY POSITIONS</u>						
<u>Fire Protection:</u>						
Fire Chief	1	260	8757	10685	1 E	-
Fire Battalion Chief	5	247	7695	9398	1 E	-
Fire Marshal (non-sworn)	1	215	5595	6828	1 E	-
Fire Captain	10	214	5540	6760	4 27	6
Fire Engineer	9	193	4494	5485	4 27	4
Firefighter	18	184	4109	5014	4 27	4
Administrative Staff (a)						
<u>Police Protection:</u>						
Chief of Police	1	270	9673	11923	1 E	-
Police Captain	2	247	7695	9389	1 E	-
Police Lieutenant	5	228	6368	7772	1 E	-
Police Sergeant	11	219	5822	7106	4 E	3
Police Officer	59	197	4676	5708	4 28	3
Police Officer (Limited Term)	1	197	4676	5708	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: July 1, 2021

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	2	187	4233	5166	1 P	1
Accountant II	0	215	5595	6828	1 E	1
Account Clerk I	1	141	2678	3268	3 40	2
Account Clerk II	5	151	2959	3610	3 40	2
Account Clerk III	0	156	3110	3794	2 A	1
Accounting Technician	0	166	3435	4191	2 A	1
Administrative Aide	4	180	3949	4818	1 A	1
Administrative Aide (Limited Term)	2	180	3949	4818	1 A	1
Administrative Analyst I	3	198	4723	5765	1 E	1
Administrative Analyst II	4	212	5430	6627	1 E	1
Administrative Assistant	4	154	3048	3719	2 A	1
Administrative Services Manager	0	235	6828	8332	1 E	-
Administrative Services Director	0	250	7928	9673	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	180	3949	4818	1 E	1
Airport Services Coordinator	1	183	4068	4964	1 E	1
Animal Control Officer	0	153	3018	3683	3 40	5
Animal Shelter Supervisor	1	199	4770	5822	1 E	1
Assistant City Engineer	0	238	7035	8586	1 P	1
Assistant Construction Project Mgr.	1	206	5115	6242	1 E	1
Assistant Engineer	1	206	5115	6242	1 P	1
Assistant Engineer (Limited Term)	0	206	5115	6242	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Field Services Manager	0	225	6181	7544	1 A	1
Assistant Planner	1	198	4723	5765	1 P	1
Assistant Project Manager	1	206	5115	6242	1 E	1
Associate Engineer	2	217	5708	6965	1 P	1
Associate Planner	1	212	5430	6627	1 P	1
Building Inspector I	1	189	4319	5270	3 40	2
Building Inspector II	1	199	4770	5822	3 P	2
Building Permit Technician	1	180	3949	4818	1 A	1
Chemist I	1	204	5014	6119	1 P	1
Chemist II	0	212	5430	6627	1 P	1
Chief Building Inspector	1	217	5708	6965	1 E	1
Chief Building Official	1	227	6305	7695	1 E	1
Chief Deputy City Clerk	1	212	5430	6627	1 E	1
Chief Financial Officer	0	240	7177	8757	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	236	6896	8416	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	244	7469	9113	1 E	1
City Librarian	1	217	5708	6965	1 E	1
City Manager	1	CONTR ACT	12661.5	12661.5	1 E	-
City Planner	0	239	7106	8671	1 E	1
Clerical Assistant I	1	141	2678	3268	3 40	2
Clerical Assistant I (Limited Term)	1	141	2678	3268	3 40	2
Clerical Assistant II	5	146	2815	3435	3 40	2
Clerical Assistant III	2	151	2959	3610	3 A	2
Clerical Assistant Trainee	0	131	2425	2959	3 40	2
Code Enforcement Officer	0	163	3334	4068	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Code Enforcement Officer II	1	183	4068	4964	3 40	5
Communications Dispatcher	11	161	3268	3988	3 40	5
Communications Dispatcher (Lt. Term)	0	161	3268	3988	3 40	5
Communications Supervisor	1	185	4150	5064	3 40	5
Community Development Director	1	255	8332	10167	1 E	-
Community Development Manager	1	239	7106	8671	1 E	1
Community Services Officer I	7	163	3334	4068	3 40	5
Community Services Officer II	1	173	3683	4494	3 40	5
Construction/Project Manager	1	227	6305	7695	1 P	1
Deputy City Clerk	1	198	4723	5765	1 A	1
Deputy City Manager	1	269	9578	11689	1 E	-
Deputy Public Works Director/ City Engineer	0	248	7772	9483	1 E	-
Deputy Public Works Director/ Field Services Manager	0	248	7772	9483	1 E	-
Development Assistant	1	198	4723	5765	1 P	1
Development Assistant: Housing	0	198	4723	5765	1 P	1
Development Associate	1	212	5430	6627	1 P	1
Economic Dev. & Housing Mgr.	1	239	7106	8671	1 E	1
Electrician/Instrument Technician	1	184	4109	5014	3 40	2
Engineering & Building Technician	2	165	3401	4150	3 40	2
Engineering Inspector I	0	189	4319	5270	3 P	2
Engineering Inspector II	2	199	4770	5822	3 P	2
Engineering & Project Management Director	1	260	8757	10685	1 E	-
Engineering Specialist I	0	169	3539	4319	3 40	2
Engineering Specialist II	2	180	3949	4818	3 40	2
Engineering Specialist III	1	189	4319	5270	3 P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering Specialist III – (Lt. Term)	0	189	4319	5270	3 P	2
Executive Assistant to City Manager	1	159	3204	3909	2 A	1
Field Services Manager	1	239	7106	8671	1 E	1
Field Services Shop Superintendent	1	209	5270	6432	1 E	1
Field Services Shop Supervisor	0	190	4361	5323	1 E	1
Field Services Streets Superintendent	1	209	5270	6432	1 E	1
Field Services Superintendent	1	209	5270	6432	1 E	1
Field Services Supervisor	1	181	3988	4866	1 E	1
Field Services Supervisor – Water	1	192	4449	5430	1 E	1
Field Services Worker I	0	148	2871	3504	3 40	2
Field Services Worker I- Airport Maint.	2	148	2871	3504	3 40	2
Field Services Worker II	17	158	3172	3870	3 40	2
Field Services Worker II- Streets	8	160	3236	3949	3 40	2
Field Services Worker III	2	168	3504	4276	3 40	2
Field Services Worker III- Airport	0	168	3504	4276	3 40	2
Field Services Worker III- Streets	1	170	3575	4361	3 40	2
Field Services Worker Trainee	0	134	2499	3048	3 40	2
Finance Director	1	255	8332	10167	1 E	-
G.I.S. Supervisor	1	212	5430	6627	1 P	1
G.I.S. Technician	0	165	3401	4150	3 40	2
Human Resources Aide	2	180	3949	4818	1 A	1
Human Resources Analyst I	0	198	4723	5765	1 A	1
Human Resources Analyst II	0	212	5430	6627	1 E	1
Human Resources Assistant	1	154	3048	3719	2 A	1
Industrial Waste Inspector I	0	188	4276	5218	3 P	2
Industrial Waste Inspector II	0	200	4818	5881	1 P	1
Information Technology Manager	1	239	7106	8671	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Lab Attendant	0	157	3141	3832	3 40	2
Lab Superintendent	1	220	5881	7177	1 E	1
Lab Supervisor	0	220	5881	7177	1 E	1
Lab Technician I	0	172	3646	4449	3 40	2
Lab Technician II	1	182	4028	4915	3 40	2
Lab Technician III	0	192	4449	5430	3 P	2
Leisure Services Coordinator	2	164	3367	4109	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	164	3367	4109	3 40	2
Leisure Services Superintendent	0	203	4964	6059	1 E	1
Leisure Services Supervisor	1	181	3988	4866	1 E	1
Library Assistant	7	151	2959	3610	3 40	2
Library Assistant (Limited Term)	0	151	2959	3610	3 40	2
Library Assistant Trainee	0	134	2499	3048	3 40	2
Library Supervisor I	1	170	3575	4361	1 E	1
Library Supervisor II	1	181	3988	4866	1 E	1
Live Release Coordinator	1	153	3018	3683	3 40	5
Mechanic I	0	159	3204	3909	3 40	2
Mechanic II	5	172	3646	4449	3 40	2
Mechanic Assistant	0	146	2815	3435	3 40	2
Meter Reader	3	156	3110	3794	3 40	2
Parks & Leisure Services Director	1	255	8332	10167	1 E	-
Parks and Leisure Services Specialist	1	209	5270	6432	1 P	1
Parks Maintenance Worker I	4	143	2733	3334	3 40	2
Parks Maintenance Worker II	11	158	3172	3870	3 40	2
Parks Maintenance Worker II (PD)	1	158	3172	3870	3 40	2
Parks Maintenance Worker III	3	168	3504	4276	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Parks Superintendent	1	209	5270	6432	1 E	1
Parks Supervisor	0	181	3988	4866	1 E	1
Planning Technician	0	165	3401	4150	3 A	2
Police Officer Trainee	5	163	3334	4068	3 40	5
Police Services Supervisor	0	195	4584	5595	1 A	1
Principal Civil Engineer	1	227	6305	7695	1 P	1
Project Manager	1	217	5708	6965	1 E	1
Property & Evidence Technician	2	158	3172	3870	3 40	5
Public Education Officer	0	153	3018	3683	3 40	5
Public Safety IT Analyst I	1	198	4723	5765	3 40	5
Public Works Director	1	260	8757	10685	1 E	-
Purchasing Agent	0	201	4866	5939	1 E	1
Records Clerk	5	151	2959	3610	3 40	5
Senior Communications Dispatcher	1	166	3435	4191	3 40	5
Senior Records Clerk	0	156	3110	3794	3 40	5
Senior Planner	1	217	5708	6965	1 P	1
Storekeeper	0	156	3110	3794	3 40	2
Utility Billing Supervisor	0	170	3575	4361	1 A	1
WWTF Operator Superintendent	1	217	5708	6965	1 E	1
WWTF Operator I	0	158	3172	3870	3 40	2
WWTF Operator II	6	167	3469	4233	3 40	2
WWTF Operator III	2	185	4150	5064	3 40	2
WWTF Operator Trainee	0	134	2499	3048	3 40	2
Water Systems Specialist	1	192	4449	5430	1 A	1
Water Utility Superintendent	1	217	5708	6965	1 E	1
Water Utility Worker I	1	158	3172	3870	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Water Utility Worker II	14	167	3469	4233	3 40	2
Water Utility Worker III	3	185	4150	5064	3 40	2
Zalud House Curator	0	139	2626	3204	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	269	9578	11689	1 E	-
Fire Deputy Chief	1	259	8671	10580	4 E	-
Fire Battalion Chief	5	247	7695	9398	4 E	-
Fire Marshal (non-sworn)	1	215	5595	6828	1 E	-
Fire Captain	10	214	5540	6760	4 27	6
Fire Engineer	9	193	4494	5485	4 27	4
Firefighter	18	184	4109	5014	4 27	4
Administrative Staff (a)						

Police Protection:

Chief of Police	1	270	9673	11923	1 E	-
Police Captain	2	247	7695	9389	1 E	-
Police Lieutenant	5	228	6368	7772	1 E	-
Police Sergeant	11	219	5822	7106	4 E	3
Police Officer	59	197	4676	5708	4 28	3
Police Officer (Limited Term)	1	197	4676	5708	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: August 1, 2021

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Accountant I	2	187	4233	5166	1 P	1
Accountant II	0	215	5595	6828	1 E	1
Account Clerk I	1	141	2678	3268	3 40	2
Account Clerk II	5	151	2959	3610	3 40	2
Account Clerk III	0	156	3110	3794	2 A	1
Accounting Technician	0	166	3435	4191	2 A	1
Administrative Aide	4	180	3949	4818	1 A	1
Administrative Aide (Limited Term)	2	180	3949	4818	1 A	1
Administrative Analyst I	3	198	4723	5765	1 E	1
Administrative Analyst II	4	212	5430	6627	1 E	1
Administrative Assistant	4	154	3048	3719	2 A	1
Administrative Services Manager	0	236	6896	8416	1 E	-
Administrative Services Director	0	251	8007	9770	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	180	3949	4818	1 E	1
Airport Services Coordinator	1	183	4068	4964	1 E	1
Animal Control Officer	0	153	3018	3683	3 40	5
Animal Shelter Supervisor	1	199	4770	5822	1 E	1
Assistant City Engineer	0	238	7035	8586	1 P	1
Assistant Construction Project Mgr.	1	206	5115	6242	1 E	1
Assistant Engineer	1	206	5115	6242	1 P	1
Assistant Engineer (Limited Term)	0	206	5115	6242	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINUMIM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Assistant Field Services Manager	0	225	6181	7544	1 A	1
Assistant Planner	1	198	4723	5765	1 P	1
Assistant Project Manager	1	206	5115	6242	1 E	1
Associate Engineer	2	217	5708	6965	1 P	1
Associate Planner	1	212	5430	6627	1 P	1
Building Inspector I	1	189	4319	5270	3 40	2
Building Inspector II	1	199	4770	5822	3 P	2
Building Permit Technician	1	180	3949	4818	1 A	1
Chemist I	1	204	5014	6119	1 P	1
Chemist II	0	212	5430	6627	1 P	1
Chief Building Inspector	1	217	5708	6965	1 E	1
Chief Building Official	1	227	6305	7695	1 E	1
Chief Deputy City Clerk	1	212	5430	6627	1 E	1
Chief Financial Officer	0	241	7249	8845	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	237	6965	8500	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	244	7469	9113	1 E	1
City Librarian	1	217	5708	6965	1 E	1
City Manager	1	CONTRACT	12661.5	12661.5	1 E	-
City Planner	0	239	7106	8671	1 E	1
Clerical Assistant I	1	141	2678	3268	3 40	2
Clerical Assistant I (Limited Term)	1	141	2678	3268	3 40	2
Clerical Assistant II	5	146	2815	3435	3 40	2
Clerical Assistant III	2	151	2959	3610	3 A	2
Clerical Assistant Trainee	0	131	2425	2959	3 40	2
Code Enforcement Officer	0	163	3334	4068	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Code Enforcement Officer II	1	183	4068	4964	3 40	5
Communications Dispatcher	11	161	3268	3988	3 40	5
Communications Dispatcher (Lt. Term)	0	161	3268	3988	3 40	5
Communications Supervisor	1	185	4150	5064	3 40	5
Community Development Director	1	256	8416	10268	1 E	-
Community Development Manager	1	239	7106	8671	1 E	1
Community Services Officer I	7	163	3334	4068	3 40	5
Community Services Officer II	1	173	3683	4494	3 40	5
Construction/Project Manager	1	227	6305	7695	1 P	1
Deputy City Clerk	1	198	4723	5765	1 A	1
Deputy City Manager	1	270	9673	11923	1 E	-
Deputy Public Works Director/ City Engineer	0	249	7850	9578	1 E	-
Deputy Public Works Director/ Field Services Manager	0	249	7850	9578	1 E	-
Development Assistant	1	198	4723	5765	1 P	1
Development Assistant: Housing	0	198	4723	5765	1 P	1
Development Associate	1	212	5430	6627	1 P	1
Economic Dev. & Housing Mgr.	1	239	7106	8671	1 E	1
Electrician/Instrument Technician	1	184	4109	5014	3 40	2
Engineering & Building Technician	2	165	3401	4150	3 40	2
Engineering Inspector I	0	189	4319	5270	3 P	2
Engineering Inspector II	2	199	4770	5822	3 P	2
Engineering & Project Management Director	1	261	8845	10792	1 E	-
Engineering Specialist I	0	169	3539	4319	3 40	2
Engineering Specialist II	2	180	3949	4818	3 40	2
Engineering Specialist III	1	189	4319	5270	3 P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENT ATION</u>
Engineering Specialist III – (Lt. Term)	0	189	4319	5270	3	P	2
Executive Assistant to City Manager	1	159	3204	3909	2	A	1
Field Services Manager	1	239	7106	8671	1	E	1
Field Services Shop Superintendent	1	209	5270	6432	1	E	1
Field Services Shop Supervisor	0	190	4361	5323	1	E	1
Field Services Streets Superintendent	1	209	5270	6432	1	E	1
Field Services Superintendent	1	209	5270	6432	1	E	1
Field Services Supervisor	1	181	3988	4866	1	E	1
Field Services Supervisor – Water	1	192	4449	5430	1	E	1
Field Services Worker I	0	148	2871	3504	3	40	2
Field Services Worker I- Airport Maint.	2	148	2871	3504	3	40	2
Field Services Worker II	17	158	3172	3870	3	40	2
Field Services Worker II- Streets	8	160	3236	3949	3	40	2
Field Services Worker III	2	168	3504	4276	3	40	2
Field Services Worker III- Airport	0	168	3504	4276	3	40	2
Field Services Worker III- Streets	1	170	3575	4361	3	40	2
Field Services Worker Trainee	0	134	2499	3048	3	40	2
Finance Director	1	256	8416	10268	1	E	-
G.I.S. Supervisor	1	212	5430	6627	1	P	1
G.I.S. Technician	0	165	3401	4150	3	40	2
Human Resources Aide	2	180	3949	4818	1	A	1
Human Resources Analyst I	0	198	4723	5765	1	A	1
Human Resources Analyst II	0	212	5430	6627	1	E	1
Human Resources Assistant	1	154	3048	3719	2	A	1
Industrial Waste Inspector I		188	4276	5218	3	P	2
Industrial Waste Inspector II	0	200	4818	5881	1	P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Information Technology Manager	1	239	7106	8671	1 E	1
Lab Attendant	0	157	3141	3832	3 40	2
Lab Superintendent	1	220	5881	7177	1 E	1
Lab Supervisor	0	220	5881	7177	1 E	1
Lab Technician I	0	172	3646	4449	3 40	2
Lab Technician II	1	182	4028	4915	3 40	2
Lab Technician III	0	192	4449	5430	3 P	2
Leisure Services Coordinator	2	164	3367	4109	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	164	3367	4109	3 40	2
Leisure Services Superintendent	0	203	4964	6059	1 E	1
Leisure Services Supervisor	1	181	3988	4866	1 E	1
Library Assistant	7	151	2959	3610	3 40	2
Library Assistant (Limited Term)	0	151	2959	3610	3 40	2
Library Assistant Trainee	0	134	2499	3048	3 40	2
Library Supervisor I	1	170	3575	4361	1 E	1
Library Supervisor II	1	181	3988	4866	1 E	1
Live Release Coordinator	1	153	3018	3683	3 40	5
Mechanic I	0	159	3204	3909	3 40	2
Mechanic II	5	172	3646	4449	3 40	2
Mechanic Assistant	0	146	2815	3435	3 40	2
Meter Reader	3	156	3110	3794	3 40	2
Parks & Leisure Services Director	1	256	8416	10268	1 E	-
Parks and Leisure Services Specialist	1	209	5270	6432	1 P	1
Parks Maintenance Worker I	4	143	2733	3334	3 40	2
Parks Maintenance Worker II	11	158	3172	3870	3 40	2
Parks Maintenance Worker II (PD)	1	158	3172	3870	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Parks Maintenance Worker III	3	168	3504	4276	3 40	2
Parks Superintendent	1	209	5270	6432	1 E	1
Parks Supervisor	0	181	3988	4866	1 E	1
Planning Technician	0	165	3401	4150	3 A	2
Police Officer Trainee	5	163	3334	4068	3 40	5
Police Services Supervisor	0	195	4584	5595	1 A	1
Principal Civil Engineer	1	227	6305	7695	1 P	1
Project Manager	1	217	5708	6965	1 E	1
Property & Evidence Technician	2	158	3172	3870	3 40	5
Public Education Officer	0	153	3018	3683	3 40	5
Public Safety IT Analyst I	1	198	4723	5765	3 40	5
Public Works Director	1	261	8845	10792	1 E	-
Purchasing Agent	0	201	4866	5939	1 E	1
Records Clerk	5	151	2959	3610	3 40	5
Senior Communications Dispatcher	1	166	3435	4191	3 40	5
Senior Records Clerk	0	156	3110	3794	3 40	5
Senior Planner	1	217	5708	6965	1 P	1
Storekeeper	0	156	3110	3794	3 40	2
Utility Billing Supervisor	0	170	3575	4361	1 A	1
WWTF Operator Superintendent	1	217	5708	6965	1 E	1
WWTF Operator I	0	158	3172	3870	3 40	2
WWTF Operator II	6	167	3469	4233	3 40	2
WWTF Operator III	2	185	4150	5064	3 40	2
WWTF Operator Trainee	0	134	2499	3048	3 40	2
Water Systems Specialist	1	192	4449	5430	1 A	1
Water Utility Superintendent	1	217	5708	6965	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENT ATION</u>
Water Utility Worker I	1	158	3172	3870	3 40	2
Water Utility Worker II	14	167	3469	4233	3 40	2
Water Utility Worker III	3	185	4150	5064	3 40	2
Zalud House Curator	0	139	2626	3204	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	270	9673	11923	1 E	-
Fire Deputy Chief	1	260	8757	10685	4 E	-
Fire Battalion Chief	5	247	7695	9398	4 E	-
Fire Marshal (non-sworn)	1	216	5595	6828	1 E	-
Fire Captain	10	216	5651	6896	4 27	6
Fire Engineer	9	196	4630	5651	4 27	4
Firefighter	18	186	4191	5115	4 27	4
Administrative Staff (a)						

Police Protection:

Chief of Police	1	271	9770	12042	1 E	-
Police Captain	2	248	7772	9483	1 E	-
Police Lieutenant	5	229	6432	7850	1 E	-
Police Sergeant	11	219	5822	7106	4 E	3
Police Officer	59	197	4676	5708	4 28	3
Police Officer (Limited Term)	1	197	4676	5708	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: October 1, 2021

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	2	187	4233	5166	1 P	1
Accountant II	0	215	5595	6828	1 E	1
Account Clerk I	1	142	2706	3301	3 40	2
Account Clerk II	5	152	2988	3646	3 40	2
Account Clerk III	0	156	3110	3794	2 A	1
Accounting Technician	0	166	3435	4191	2 A	1
Administrative Aide	4	180	3949	4818	1 A	1
Administrative Aide (Limited Term)	2	180	3949	4818	1 A	1
Administrative Analyst I	3	198	4723	5765	1 E	1
Administrative Analyst II	4	212	5430	6627	1 E	1
Administrative Assistant	4	154	3048	3719	2 A	1
Administrative Services Manager	0	237	6965	8500	1 E	-
Administrative Services Director	0	252	8087	9868	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	180	3949	4818	1 E	1
Airport Services Coordinator	1	183	4068	4964	1 E	1
Animal Control Officer	0	154	3048	3719	3 40	5
Animal Shelter Supervisor	1	199	4770	5822	1 E	1
Assistant City Engineer	0	238	7035	8586	1 P	1
Assistant Construction Project Mgr.	1	206	5115	6242	1 E	1
Assistant Engineer	1	206	5115	6242	1 P	1
Assistant Engineer (Limited Term)	0	206	5115	6242	1 P	1
Assistant Field Services Manager	0	225	6181	7544	1 A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Planner	1	198	4723	5765	1 P	1
Assistant Project Manager	1	206	5115	6242	1 E	1
Associate Engineer	2	217	5708	6965	1 P	1
Associate Planner	1	212	5430	6627	1 P	1
Building Inspector I	1	190	4361	5323	3 40	2
Building Inspector II	1	200	4818	5881	3 P	2
Building Permit Technician	1	180	3949	4818	1 A	1
Chemist I	1	204	5014	6119	1 P	1
Chemist II	0	212	5430	6627	1 P	1
Chief Building Inspector	1	217	5708	6965	1 E	1
Chief Building Official	1	227	6305	7695	1 E	1
Chief Deputy City Clerk	1	212	5430	6627	1 E	1
Chief Financial Officer	0	242	7322	8934	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	238	7035	8586	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	244	7469	9113	1 E	1
City Librarian	1	217	5708	6965	1 E	1
City Manager	1	CONTR ACT	12661.5	12661.5	1 E	-
City Planner	0	239	7106	8671	1 E	1
Clerical Assistant I	1	142	2706	3301	3 40	2
Clerical Assistant I (Limited Term)	1	142	2706	3301	3 40	2
Clerical Assistant II	6	147	2843	3469	3 40	2
Clerical Assistant III	2	152	2988	3646	3 A	2
Clerical Assistant Trainee	0	132	2449	2988	3 40	2
Code Enforcement Officer	0	164	3367	4109	3 40	5
Code Enforcement Officer II	1	184	4109	5014	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Communications Dispatcher	11	162	3301	4028	3 40	5
Communications Dispatcher (Lt. Term)	0	162	3301	4028	3 40	5
Communications Supervisor	1	186	4191	5115	3 40	5
Community Development Director	1	257	8500	10372	1 E	-
Community Development Manager	1	239	7106	8671	1 E	1
Community Services Officer I	7	164	3367	4109	3 40	5
Community Services Officer II	1	174	3719	4538	3 40	5
Construction/Project Manager	1	227	6305	7695	1 P	1
Deputy City Clerk	1	198	4723	5765	1 A	1
Deputy City Manager	1	271	9770	12042	1 E	-
Deputy Public Works Director/ City Engineer	0	250	7928	9673	1 E	-
Deputy Public Works Director/ Field Services Manager	0	250	7928	9673	1 E	-
Development Assistant	1	198	4723	5765	1 P	1
Development Assistant: Housing	0	198	4723	5765	1 P	1
Development Associate	1	212	5430	6627	1 P	1
Economic Dev. & Housing Mgr.	1	239	7106	8671	1 E	1
Electrician/Instrument Technician	1	185	4150	5064	3 40	2
Engineering & Building Technician	2	166	3435	4191	3 40	2
Engineering Inspector I	0	190	4361	5323	3 P	2
Engineering Inspector II	2	200	4818	5881	3 P	2
Engineering & Project Management Director	1	262	8934	10901	1 E	-
Engineering Specialist I	0	170	3575	4361	3 40	2
Engineering Specialist II	2	181	3988	4866	3 40	2
Engineering Specialist III	1	190	4361	5323	3 P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering Specialist III – (Lt. Term)	0	190	4361	5323	3 P	2
Executive Assistant to City Manager	1	159	3204	3909	2 A	1
Field Services Manager	1	239	7106	8671	1 E	1
Field Services Shop Superintendent	1	209	5270	6432	1 E	1
Field Services Shop Supervisor	0	190	4361	5323	1 E	1
Field Services Streets Superintendent	1	209	5270	6432	1 E	1
Field Services Superintendent	1	209	5270	6432	1 E	1
Field Services Supervisor	1	181	3988	4866	1 E	1
Field Services Supervisor – Water	1	192	4449	5430	1 E	1
Field Services Worker I	0	149	2900	3539	3 40	2
Field Services Worker I- Airport Maint.	2	149	2900	3539	3 40	2
Field Services Worker II	17	159	3204	3909	3 40	2
Field Services Worker II- Streets	8	161	3268	3988	3 40	2
Field Services Worker III	2	169	3539	4319	3 40	2
Field Services Worker III- Airport	0	169	3539	4319	3 40	2
Field Services Worker III- Streets	1	171	3610	4405	3 40	2
Field Services Worker Trainee	0	135	2524	3079	3 40	2
Finance Director	1	257	8500	10372	1 E	-
G.I.S. Supervisor	1	212	5430	6627	1 P	1
G.I.S. Technician	0	166	3435	4191	3 40	2
Human Resources Aide	2	180	3949	4818	1 A	1
Human Resources Analyst I	0	198	4723	5765	1 A	1
Human Resources Analyst II	0	212	5430	6627	1 E	1
Human Resources Assistant	0	154	3048	3719	2 A	1
Industrial Waste Inspector I	0	189	4319	5270	3 P	2
Industrial Waste Inspector II	0	200	4818	5881	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Information Technology Manager	1	239	7106	8671	1 E	1
Lab Attendant	0	158	3172	3870	3 40	2
Lab Superintendent	1	220	5881	7177	1 E	1
Lab Supervisor	0	220	5881	7177	1 E	1
Lab Technician I	0	173	3683	4494	3 40	2
Lab Technician II	1	183	4068	4964	3 40	2
Lab Technician III	0	193	4494	5485	3 P	2
Leisure Services Coordinator	2	165	3401	4150	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	165	3401	4150	3 40	2
Leisure Services Superintendent	0	203	4964	6059	1 E	1
Leisure Services Supervisor	1	181	3988	4866	1 E	1
Library Assistant	7	152	2988	3646	3 40	2
Library Assistant (Limited Term)	0	152	2988	3646	3 40	2
Library Assistant Trainee	0	135	2524	3079	3 40	2
Library Supervisor I	1	170	3575	4361	1 E	1
Library Supervisor II	1	181	3988	4866	1 E	1
Live Release Coordinator	1	154	3048	3719	3 40	5
Mechanic I	0	160	3236	3949	3 40	2
Mechanic II	5	173	3683	4494	3 40	2
Mechanic Assistant	0	147	2843	3469	3 40	2
Meter Reader	3	157	3141	3832	3 40	2
Parks & Leisure Services Director	1	257	8500	10372	1 E	-
Parks and Leisure Services Specialist	1	209	5270	6432	1 P	1
Parks Maintenance Worker I	4	144	2760	3367	3 40	2
Parks Maintenance Worker II	11	159	3204	3909	3 40	2
Parks Maintenance Worker II (PD)	1	159	3204	3909	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Parks Maintenance Worker III	3	169	3539	4319	3 40	2
Parks Superintendent	1	209	5270	6432	1 E	1
Parks Supervisor	0	181	3988	4866	1 E	1
Planning Technician	0	166	3435	4191	3 A	2
Police Officer Trainee	5	164	3367	4109	3 40	5
Police Services Supervisor	0	195	4584	5595	1 A	1
Principal Civil Engineer	1	227	6305	7695	1 P	1
Project Manager	1	217	5708	6965	1 E	1
Property & Evidence Technician	2	159	3204	3909	3 40	5
Public Education Officer	0	154	3048	3719	3 40	5
Public Safety IT Analyst I	1	199	4770	5822	3 40	5
Public Works Director	1	262	8934	10901	1 E	-
Purchasing Agent	0	201	4866	5939	1 E	1
Records Clerk	5	152	2988	3646	3 40	5
Senior Communications Dispatcher	1	167	3469	4233	3 40	5
Senior Records Clerk	0	157	3141	3832	3 40	5
Senior Planner	1	217	5708	6965	1 P	1
Storekeeper	0	157	3141	3832	3 40	2
Utility Billing Supervisor	0	170	3575	4361	1 A	1
WWTF Operator Superintendent	1	217	5708	6965	1 E	1
WWTF Operator I	0	159	3204	3909	3 40	2
WWTF Operator II	6	168	3504	4276	3 40	2
WWTF Operator III	2	186	4191	5115	3 40	2
WWTF Operator Trainee	0	135	2524	3079	3 40	2
Water Systems Specialist	1	192	4449	5430	1 A	1
Water Utility Superintendent	1	217	5708	6965	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Water Utility Worker I	1	159	3204	3909	3 40	2
Water Utility Worker II	14	168	3504	4276	3 40	2
Water Utility Worker III	3	186	4191	5115	3 40	2
Zalud House Curator	0	140	2652	3236	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	271	9770	12042	1 E	-
Fire Deputy Chief	1	261	8845	10792	4 E	-
Fire Battalion Chief	5	247	7695	9389	4 E	-
Fire Marshal (non-sworn)	1	217	5708	6965	1 E	-
Fire Captain	10	216	5651	6896	4 27	6
Fire Engineer	9	196	4630	5651	4 27	4
Firefighter	18	186	4191	5115	4 27	4
Administrative Staff (a)						

Police Protection:

Chief of Police	1	272	9868	12163	1 E	-
Police Captain	2	249	7850	9578	1 E	-
Police Lieutenant	5	237	6965	8500	1 E	-
Police Sergeant	11	221	5939	7249	4 E	3
Police Officer	59	199	4770	5822	4 28	3
Police Officer (Limited Term)	1	199	4770	5822	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: July 1, 2022

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Accountant I	2	203	4964	6059	1 P	1
Accountant II	1	217	5708	6965	1 E	1
Account Clerk I	1	147	2843	3469	3 40	2
Account Clerk II	5	157	3141	3832	3 40	2
Account Clerk III	0	161	3268	3988	2 A	1
Accounting Technician	0	171	3610	4405	2 A	1
Administrative Aide	3	185	4150	5064	1 A	1
Administrative Aide (Limited Term)	2	185	4150	5064	1 A	1
Administrative Analyst I	2	203	4964	6059	1 E	1
Administrative Analyst II	3	217	5708	6965	1 E	1
Administrative Assistant	5	159	3204	3909	2 A	1
Administrative Services Manager	1	244	7469	9113	1 E	-
Administrative Services Director	0	267	9389	11458	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	185	4150	5064	1 E	1
Airport Services Coordinator	1	188	4276	5218	1 E	1
Animal Control Officer	0	159	3204	3909	3 40	5
Animal Shelter Supervisor	1	204	5014	6119	1 E	1
Assistant City Engineer	1	243	7395	9023	1 P	1
Assistant City Manager	1	277	10372	12783	1 E	-
Assistant Construction Project Mgr.	1	211	5376	6561	1 E	1
Assistant Engineer	1	211	5376	6561	1 P	1
Assistant Engineer (Limited Term)	0	211	5376	6561	1 P	1
Assistant Field Services Manager	0	230	6496	7928	1 A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Assistant Planner	1	203	4964	6059	1 P	1
Assistant Project Manager	1	211	5376	6561	1 E	1
Associate Engineer	2	222	5998	7322	1 P	1
Associate Planner	1	217	5708	6965	1 P	1
Building Inspector I	1	195	4584	5595	3 40	2
Building Inspector II	1	205	5064	6181	3 P	2
Building Permit Technician	1	185	4150	5064	1 A	1
Chemist I	1	209	5270	6432	1 P	1
Chemist II	0	217	5708	6965	1 P	1
Chief Building Inspector	1	222	5998	7322	1 E	1
Chief Building Official	1	232	6627	8087	1 E	1
Chief Deputy City Clerk	1	217	5708	6965	1 E	1
Chief Financial Officer	1	247	7695	9389	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	243	7395	9023	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	249	7850	9578	1 E	1
City Librarian	1	222	5998	7322	1 E	1
City Manager	1	CONTR ACT	15584	15584	1 E	-
City Planner	0	244	7469	9113	1 E	1
Clerical Assistant I	0	147	2843	3469	3 40	2
Clerical Assistant I (Limited Term)	1	147	2843	3469	3 40	2
Clerical Assistant II	7	152	2988	3646	3 40	2
Clerical Assistant III	2	157	3141	3832	3 A	2
Clerical Assistant Trainee	0	137	2574	3141	3 40	2
Code Enforcement Officer	2	169	3539	4319	3 40	5
Code Enforcement Officer II	1	189	4319	5270	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Communications Dispatcher	11	167	3469	4233	3 40	5
Communications Dispatcher (Lt. Term)	0	167	3469	4233	3 40	5
Communications Supervisor	1	191	4405	5376	3 40	5
Community Development Director	0	267	9389	11458	1 E	-
Community Development Manager	1	244	7469	9113	1 E	1
Community Services Officer I	7	169	3539	4319	3 40	5
Community Services Officer II	1	179	3909	4770	3 40	5
Construction/Project Manager	1	232	6627	8087	1 P	1
Crisis Intervention Specialist	1	189	4319	5270	3 40	5
Deputy City Clerk	1	203	4964	6059	1 A	1
Deputy City Manager	1	282	10901	13569	1 E	-
Deputy Public Works Director/ City Engineer	0	255	8332	10167	1 E	-
Deputy Public Works Director/ Field Services Manager	0	255	8332	10167	1 E	-
Development Assistant	1	203	4964	6059	1 P	1
Development Assistant: Housing	0	203	4964	6059	1 P	1
Development Associate	1	217	5708	6965	1 P	1
Economic Dev. & Housing Mgr.	1	244	7469	9113	1 E	1
Electrician/Instrument Technician	1	190	4361	5323	3 40	2
Engineering & Building Technician	2	171	3610	4405	3 40	2
Engineering Inspector I	0	195	4584	5595	3 P	2
Engineering Inspector II	2	205	5064	6181	3 P	2
Engineering & Project Management Director	1	267	9389	11458	1 E	-
Engineering Specialist I	0	175	3757	4584	3 40	2
Engineering Specialist II	2	186	4191	5115	3 40	2
Engineering Specialist III	1	195	4584	5595	3 P	2
Engineering Specialist III – (Lt. Term)	0	195	4584	5595	3 P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Executive Assistant to City Manager	1	164	3367	4109	2 A	1
Field Services Manager	1	244	7469	9113	1 E	1
Field Services Shop Superintendent	1	218	5765	7035	1 E	1
Field Services Shop Supervisor	0	195	4584	5595	1 E	1
Field Services Streets Superintendent	1	214	5540	6760	1 E	1
Field Services Superintendent	1	214	5540	6760	1 E	1
Field Services Supervisor	1	186	4191	5115	1 E	1
Field Services Supervisor – Water	1	197	4676	5708	1 E	1
Field Services Worker I	0	154	3048	3719	3 40	2
Field Services Worker I- Airport Maint.	2	154	3048	3719	3 40	2
Field Services Worker II	17	164	3367	4109	3 40	2
Field Services Worker II- Streets	8	166	3435	4191	3 40	2
Field Services Worker III	2	174	3719	4538	3 40	2
Field Services Worker III- Airport	0	174	3719	4538	3 40	2
Field Services Worker III- Streets	1	176	3794	4630	3 40	2
Field Services Worker Trainee	0	140	2652	3236	3 40	2
Finance Director	1	267	9389	11458	1 E	-
G.I.S. Supervisor	1	217	5708	6965	1 P	1
G.I.S. Technician	0	171	3610	4405	3 40	2
Human Resources Aide	2	185	4150	5064	1 A	1
Human Resources Analyst I	0	203	4964	6059	1 A	1
Human Resources Analyst II	0	217	5708	6965	1 E	1
Human Resources Assistant	0	159	3204	3909	2 A	1
Industrial Waste Inspector I	0	194	4538	5540	3 P	2
Industrial Waste Inspector II	0	205	5064	6181	1 P	1
Information Technology Manager	1	244	7469	9113	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Information Technology Technician	1	171	3610	4405	3 40	2
Lab Attendant	0	163	3334	4068	3 40	2
Lab Superintendent	1	225	6181	7544	1 E	1
Lab Supervisor	0	225	6181	7544	1 E	1
Lab Technician I	0	178	3870	4723	3 40	2
Lab Technician II	1	188	4276	5218	3 40	2
Lab Technician III	0	198	4723	5765	3 P	2
Leisure Services Coordinator	2	170	3575	4361	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	170	3575	4361	3 40	2
Leisure Services Superintendent	0	208	5218	6368	1 E	1
Leisure Services Supervisor	1	186	4191	5115	1 E	1
Library Assistant	7	157	3141	3832	3 40	2
Library Assistant (Limited Term)	0	157	3141	3832	3 40	2
Library Assistant Trainee	0	140	2652	3236	3 40	2
Library Supervisor I	1	175	3757	4584	1 E	1
Library Supervisor II	1	186	4191	5115	1 E	1
Live Release Coordinator	1	169	3539	4319	3 40	5
Mechanic I	0	170	3575	4361	3 40	2
Mechanic II	7	183	4068	4964	3 40	2
Mechanic Assistant	0	157	3141	3832	3 40	2
Meter Reader	4	162	3301	4028	3 40	2
Parks & Leisure Services Director	1	267	9389	11458	1 E	-
Parks and Leisure Services Specialist	1	214	5540	6760	1 P	1
Parks Maintenance Worker I	3	149	2900	3539	3 40	2
Parks Maintenance Worker II	13	164	3367	4109	3 40	2
Parks Maintenance Worker II (PD)	1	164	3367	4109	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Parks Maintenance Worker III	3	174	3719	4538	3 40	2
Parks Superintendent	1	214	5540	6760	1 E	1
Parks Supervisor	1	186	4191	5115	1 E	1
Planning Technician	0	171	3610	4405	3 A	2
Police Crime Analyst	1	203	4964	6059	3 40	5
Police Officer Trainee	5	169	3539	4319	3 40	5
Police Services Supervisor	0	200	4818	5881	1 A	1
Principal Civil Engineer	1	232	6627	8087	1 P	1
Project Manager	1	222	5998	7322	1 E	1
Property & Evidence Technician	2	164	3367	4109	3 40	5
Public Education Officer	0	159	3204	3909	3 40	5
Public Safety IT Analyst I	1	204	5014	6119	3 40	5
Public Works Director	1	277	10372	12783	1 E	-
Purchasing Agent	0	206	5115	6242	1 E	1
Records Clerk	5	157	3141	3832	3 40	5
Records Coordinator	1	159	3204	3909	3 40	2
Senior Communications Dispatcher	1	172	3646	4449	3 40	5
Senior Records Clerk	0	162	3301	4028	3 40	5
Senior Planner	1	222	5998	7322	1 P	1
Storekeeper	0	162	3301	4028	3 40	2
Utility Billing Supervisor	1	203	4964	6059	1 A	1
WWTF Operator Superintendent	1	222	5998	7322	1 E	1
WWTF Operator I	0	164	3367	4109	3 40	2
WWTF Operator II	6	173	3683	4494	3 40	2
WWTF Operator III	2	191	4405	5376	3 40	2
WWTF Operator Trainee	0	140	2652	3236	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESE NTATION</u>
Water Systems Specialist	1	197	4676	5708	1 A	1
Water Utility Superintendent	1	222	5998	7322	1 E	1
Water Utility Worker I	1	164	3367	4109	3 40	2
Water Utility Worker II	14	173	3683	4494	3 40	2
Water Utility Worker III	3	191	4405	5376	3 40	2
Zalud House Curator	0	145	2787	3401	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	277	10372	12783	1 E	-
Fire Deputy Chief	1	266	9296	11345	4 E	-
Fire Battalion Chief	4	252	8087	9868	4 E	-
Fire Marshal (non-sworn)	1	232	6627	8087	1 E	-
Fire Captain	10	221	5939	7249	4 27	6
Fire Engineer	9	196	4630	5651	4 27	4
Firefighter	24	186	4191	5115	4 27	4

Administrative Staff (a)

Police Protection:

Chief of Police	1	277	10372	12783	1 E	-
Police Captain	2	254	8250	10066	1 E	-
Police Lieutenant	5	242	7322	8934	1 E	-
Police Sergeant	11	226	6242	7619	4 E	3
Police Officer	59	204	5014	6119	4 28	3
Police Officer (Limited Term)	1	204	5014	6119	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: July 1, 2023

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	2	205	5064	6181	1 P	1
Accountant II	1	219	5822	7106	1 E	1
Account Clerk I	1	149	2900	3539	3 40	2
Account Clerk II	6	159	3204	3909	3 40	2
Account Clerk III	0	163	3334	4068	2 A	1
Accounting Technician	0	173	3683	4494	2 A	1
Administrative Aide	3	187	4233	5166	1 A	1
Administrative Aide (Limited Term)	2	187	4233	5166	1 A	1
Administrative Analyst I	2	205	5064	6181	1 E	1
Administrative Analyst II	3	219	5822	7106	1 E	1
Administrative Assistant	5	161	3268	3988	2 A	1
Administrative Services Manager	1	246	7619	9296	1 E	-
Administrative Services Director	0	269	9578	11689	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	187	4233	5166	1 E	1
Airport Services Coordinator	1	190	4361	5323	1 E	1
Animal Control Officer	0	161	3268	3988	3 40	5
Animal Shelter Supervisor	1	206	5115	6242	1 E	1
Assistant City Engineer	1	245	7544	9204	1 P	1
Assistant City Manager	1	279	10580	13040	1 E	-
Assistant Construction Project Mgr.	1	213	5485	6693	1 E	1
Assistant Engineer	1	213	5485	6693	1 P	1
Assistant Engineer (Limited Term)	0	213	5485	6693	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Assistant Field Services Manager	0	232	6627	8087	1	A	1
Assistant Planner	1	205	5064	6181	1	P	1
Assistant Project Manager	1	213	5485	6693	1	E	1
Associate Engineer	2	224	6119	7469	1	P	1
Associate Planner	1	219	5822	7106	1	P	1
Building Inspector I	1	197	4676	5708	3	40	2
Building Inspector II	1	207	5166	6305	3	P	2
Building Permit Technician	1	187	4233	5166	1	A	1
Chemist I	1	211	5376	6561	1	P	1
Chemist II	0	219	5822	7106	1	P	1
Chief Building Inspector	1	224	6119	7469	1	E	1
Chief Building Official	1	234	6760	8250	1	E	1
Chief Deputy City Clerk	1	219	5822	7106	1	E	1
Chief Financial Officer	1	249	7850	9578	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	245	7544	9204	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	251	8007	9770	1	E	1
City Librarian	1	224	6119	7469	1	E	1
City Manager	1	CONTR ACT	15584	15584	1	E	-
City Planner	0	246	7619	9296	1	E	1
Clerical Assistant I	0	149	2900	3539	3	40	2
Clerical Assistant I (Limited Term)	1	149	2900	3539	3	40	2
Clerical Assistant II	7	154	3048	3719	3	40	2
Clerical Assistant III	2	159	3204	3909	3	A	2
Clerical Assistant Trainee	0	139	2626	3204	3	40	2
Code Enforcement Officer	2	171	3610	4405	3	40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Code Enforcement Officer II	1	191	4405	5376	3	40	5
Communications Dispatcher	11	169	3539	4319	3	40	5
Communications Dispatcher (Lt. ^ Communications Supervisor	1	169	3539	4319	3	40	5
Communications Supervisor	1	193	4494	5485	3	40	5
Community Development Director	0	269	9578	11689	1	E	-
Community Development Manager	1	246	7619	9296	1	E	1
Community Services Officer I	7	171	3610	4405	3	40	5
Community Services Officer II	1	181	3988	4866	3	40	5
Construction/Project Manager	1	234	6760	8250	1	P	1
Crisis Intervention Specialist	1	191	4405	5376	3	40	5
Deputy City Clerk	1	205	5064	6181	1	A	1
Deputy City Manager	1	284	11121	13842	1	E	-
Deputy Public Works Director/ City Engineer	0	257	8500	10372	1	E	-
Deputy Public Works Director/ Field Services Manager	0	257	8500	10372	1	E	-
Development Assistant	1	205	5064	6181	1	P	1
Development Assistant: Housing	0	205	5064	6181	1	P	1
Development Associate	1	219	5822	7106	1	P	1
Economic Dev. & Housing Mgr.	1	246	7619	9296	1	E	1
Electrician/Instrument Technician	1	192	4449	5430	3	40	2
Engineering & Building Technician	2	173	3683	4494	3	40	2
Engineering Inspector I	0	197	4676	5708	3	P	2
Engineering Inspector II	2	207	5166	6305	3	P	2
Engineering & Project Management Director	1	269	9578	11689	1	E	-
Engineering Specialist I	0	177	3832	4676	3	40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering Specialist II	2	188	4276	5218	3 40	2
Engineering Specialist III	1	197	4676	5708	3 P	2
Engineering Specialist III – (Lt. Term)	0	197	4676	5708	3 P	2
Executive Assistant to City Manager	1	166	3435	4191	2 A	1
Field Services Manager	1	246	7619	9296	1 E	1
Field Services Shop Superintendent	1	220	5881	7177	1 E	1
Field Services Shop Supervisor	0	197	4676	5708	1 E	1
Field Services Streets Superintendent	1	216	5651	6896	1 E	1
Field Services Superintendent	1	216	5651	6896	1 E	1
Field Services Supervisor	1	188	4276	5218	1 E	1
Field Services Supervisor – Water	1	199	4770	5822	1 E	1
Field Services Worker I	0	156	3110	3794	3 40	2
Field Services Worker I- Airport Maint.	2	156	3110	3794	3 40	2
Field Services Worker II	17	166	3435	4191	3 40	2
Field Services Worker II- Streets	8	168	3504	4276	3 40	2
Field Services Worker III	2	176	3794	4630	3 40	2
Field Services Worker III- Airport	0	176	3794	4630	3 40	2
Field Services Worker III- Streets	1	178	3870	4723	3 40	2
Field Services Worker Trainee	0	142	2706	3301	3 40	2
Finance Director	1	269	9578	11689	1 E	-
G.I.S. Supervisor	1	219	5822	7106	1 P	1
G.I.S. Technician	0	173	3683	4494	3 40	2
Human Resources Aide	2	187	4233	5166	1 A	1
Human Resources Analyst I	0	205	5064	6181	1 A	1
Human Resources Analyst II	0	219	5822	7106	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Human Resources Assistant	0	161	3268	3988	2 A	1
Industrial Waste Inspector I	0	196	4630	5651	3 P	2
Industrial Waste Inspector II	0	207	5166	6305	1 P	1
Information Technology Manager	1	246	7619	9296	1 E	1
Information Technology Technician	1	173	3683	4494	3 40	2
Lab Attendant	0	165	3401	4150	3 40	2
Lab Superintendent	1	227	6305	7695	1 E	1
Lab Supervisor	0	227	6305	7695	1 E	1
Lab Technician I	0	180	3949	4818	3 40	2
Lab Technician II	1	190	4361	5323	3 40	2
Lab Technician III	0	200	4818	5881	3 P	2
Leisure Services Coordinator	2	172	3646	4449	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	172	3646	4449	3 40	2
Leisure Services Superintendent	0	210	5323	6496	1 E	1
Leisure Services Supervisor	1	188	4276	5218	1 E	1
Library Assistant	7	159	3204	3909	3 40	2
Library Assistant (Limited Term)	0	159	3204	3909	3 40	2
Library Assistant Trainee	0	142	2706	3301	3 40	2
Library Supervisor I	1	177	3832	4676	1 E	1
Library Supervisor II	1	188	4276	5218	1 E	1
Live Release Coordinator	1	171	3610	4405	3 40	5
Mechanic I	0	172	3646	4449	3 40	2
Mechanic II	7	185	4150	5064	3 40	2
Mechanic Assistant	0	159	3204	3909	3 40	2
Meter Reader	4	164	3367	4109	3 40	2
Parks & Leisure Services Director	1	269	9578	11689	1 E	-

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Parks and Leisure Services Specialist	1	216	5651	6896	1 P	1
Parks Maintenance Worker I	3	151	2959	3610	3 40	2
Parks Maintenance Worker II	13	166	3435	4191	3 40	2
Parks Maintenance Worker II (PD)	1	166	3435	4191	3 40	2
Parks Maintenance Worker III	3	176	3794	4630	3 40	2
Parks Superintendent	1	216	5651	6896	1 E	1
Parks Supervisor	1	188	4276	5218	1 E	1
Planning Technician	0	173	3683	4494	3 A	2
Police Crime Analyst	1	205	5064	6181	3 40	5
Police Officer Trainee	5	171	3610	4405	3 40	5
Police Services Supervisor	0	202	4915	5998	1 A	1
Principal Civil Engineer	1	234	6760	8250	1 P	1
Project Manager	1	224	6119	7469	1 E	1
Property & Evidence Technician	2	166	3435	4191	3 40	5
Public Education Officer	0	161	3268	3988	3 40	5
Public Safety IT Analyst I	1	206	5115	6242	3 40	5
Public Works Director	1	279	10580	13040	1 E	-
Purchasing Agent	0	208	5218	6368	1 E	1
Records Clerk	5	159	3204	3909	3 40	5
Records Coordinator	1	161	3268	3988	3 40	2
Senior Communications Dispatcher	1	174	3719	4538	3 40	5
Senior Records Clerk	0	164	3367	4109	3 40	5
Senior Planner	1	224	6119	7469	1 P	1
Storekeeper	0	164	3367	4109	3 40	2
Utility Billing Supervisor	1	205	5064	6181	1 A	1
WWTF Operator Superintendent	1	224	6119	7469	1 E	1
WWTF Operator I	0	166	3435	4191	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESEN TATION</u>
WWTF Operator II	6	175	3757	4584	3 40	2
WWTF Operator III	2	193	4494	5485	3 40	2
WWTF Operator Trainee	0	142	2706	3301	3 40	2
Water Systems Specialist	1	199	4770	5822	1 A	1
Water Utility Superintendent	1	224	6119	7469	1 E	1
Water Utility Worker I	1	166	3435	4191	3 40	2
Water Utility Worker II	14	175	3757	4584	3 40	2
Water Utility Worker III	3	193	4494	5485	3 40	2
Zalud House Curator	0	147	2843	3469	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	279	10580	13040	1 E	-
Fire Deputy Chief	1	268	9483	11573	4 E	-
Fire Battalion Chief	4	254	8250	10066	4 E	-
Fire Marshal (non-sworn)	1	234	6760	8250	1 E	-
Fire Captain	10	223	6059	7395	4 27	6
Fire Engineer	9	206	5115	6242	4 27	4
Firefighter	24	196	4630	5651	4 27	4

Administrative Staff (a)

Police Protection:

Chief of Police	1	279	10580	13040	1 E	-
Police Captain	2	256	8416	10268	1 E	-

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Police Lieutenant	5	244	7469	9113	1 E	-
Police Sergeant	11	228	6368	7772	4 E	3
Police Officer	59	206	5115	6242	4 28	3
Police Officer (Limited Term)	1	206	5115	6242	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

APPENDIX C

City of Porterville Position Pay Plan

Effective Date: July 1, 2024

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	1	207	5166	6305	1 P	1
Accountant II	2	221	5939	7249	1 E	1
Account Clerk I	0	151	2959	3610	3 40	2
Account Clerk II	6	161	3268	3988	3 40	2
Account Clerk III	0	165	3401	4150	2 A	1
Accounting Technician	1	175	3757	4584	2 A	1
Administrative Aide	3	189	4319	5270	1 A	1
Administrative Aide (Limited Term)	0	189	4319	5270	1 A	1
Administrative Aide-Housing	2	189	4319	5270	1 A	1
Administrative Analyst I	2	207	5166	6305	1 E	1
Administrative Analyst II	3	221	5939	7249	1 E	1
Administrative Assistant	6	163	3334	4068	2 A	1
Administrative Services Manager	1	248	7772	9483	1 E	-
Administrative Services Director	1	271	9770	12042	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	189	4319	5270	1 E	1
Airport Services Coordinator	0	192	4449	5430	1 E	1
Animal Control Officer	0	163	3334	4068	3 40	5
Animal Shelter Supervisor	1	208	5218	6368	1 E	1
Assistant City Engineer	1	247	7695	9389	1 P	1
Assistant City Manager	0	281	10792	13435	1 E	-
Assistant Construction Project Mgr.	1	215	5595	6828	1 E	1
Assistant Engineer	1	215	5595	6828	1 P	1
Assistant Engineer (Limited Term)	0	215	5595	6828	1 P	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Assistant Field Services Manager	0	234	6760	8250	1 A	1
Assistant Finance Director	1	248	7772	9483	1 E	-
Assistant Planner	1	207	5166	6305	1 P	1
Assistant Project Manager	1	215	5595	6828	1 E	1
Associate Engineer	2	226	6242	7619	1 P	1
Associate Planner	1	221	5939	7249	1 P	1
Building Inspector I	1	199	4770	5822	3 40	2
Building Inspector II	1	209	5270	6432	3 P	2
Building Permit Technician	1	189	4319	5270	1 A	1
Chemist I	1	213	5485	6693	1 P	1
Chemist II	0	221	5939	7249	1 P	1
Chief Building Inspector	1	226	6242	7619	1 E	1
Chief Building Official	1	236	6896	8416	1 E	1
Chief Deputy City Clerk	1	221	5939	7249	1 E	1
Chief Financial Officer	0	251	8007	9770	1 E	-
Chief of Parks & Leisure Svcs. Ops.	0	247	7695	9389	1 E	-
City Attorney (part time)		Flat				
City Engineer	1	253	9169	9966	1 E	1
City Librarian	1	226	6242	7619	1 E	1
City Manager	1	CONTRACT	16701	16701	1 E	-
City Planner	0	248	7772	9483	1 E	1
Clerical Assistant I	3	151	2959	3610	3 40	2
Clerical Assistant I (Limited Term)	1	151	2959	3610	3 40	2
Clerical Assistant II	6	156	3110	3794	3 40	2
Clerical Assistant III	3	161	3268	3988	3 A	2
Clerical Assistant Trainee	0	145	2678	3268	3 40	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Code Enforcement Officer	3	173	3683	4494	3	40	5
Code Enforcement Officer II	1	193	4494	5485	3	40	5
Communications Dispatcher	15	171	3610	4405	3	40	5
Communications Dispatcher (Lt. Term)	0	171	3610	4405	3	40	5
Communications Supervisor	1	195	4584	5595	3	40	5
Community Development Director	1	271	9770	12042	1	E	-
Community Development Manager	1	248	7772	9483	1	E	1
Community Services Officer I	7	173	3683	4494	3	40	5
Community Services Officer II	1	183	4068	4964	3	40	5
Construction/Project Manager	1	236	6896	8416	1	P	1
Crisis Intervention Specialist	1	193	4494	5485	3	40	5
Deputy City Clerk	0	207	5166	6305	1	A	1
Deputy City Manager	1	286	11345	14121	1	E	-
Deputy Public Works Director/ City Engineer	0	259	8671	10580	1	E	-
Deputy Public Works Director/ Field Services Manager	0	259	8671	10580	1	E	-
Development Assistant	1	207	5166	6305	1	P	1
Development Assistant: Housing	0	207	5166	6305	1	P	1
Development Associate	1	221	5939	7249	1	P	1
Economic Dev. & Housing Mgr.	1	248	7772	9483	1	E	1
Electrician/Instrument Technician	1	194	4538	5540	3	40	2
Encampment Maintenance Worker	1	173	3683	4494	3	40	2
Engineering & Building Technician	2	175	3757	4584	3	40	2
Engineering Inspector I	0	199	4770	5822	3	P	2
Engineering Inspector II	2	209	5270	6432	3	P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Engineering & Project Management Director	1	271	9770	2042	1 E	-
Engineering Specialist I	0	179	3909	4770	3 40	2
Engineering Specialist II	2	190	4361	5323	3 40	2
Engineering Specialist III	1	199	4770	5822	3 P	2
Engineering Specialist III – (Lt. Term)	0	199	4770	5822	3 P	2
Executive Assistant to City Manager	1	168	3504	4276	2 A	1
Field Services Manager	1	248	7772	9483	1 E	1
Field Services Shop Superintendent	1	222	5998	7322	1 E	1
Field Services Shop Supervisor	0	199	4770	5822	1 E	1
Field Services-Superintendent- Streets	1	220	5881	7177	1 E	1
Field Services Superintendent	1	218	5765	7035	1 E	1
Field Services Supervisor	1	190	4361	5323	1 E	1
Field Services Supervisor- Streets	1	192	4449	5430	1 E	1
Field Services Supervisor – Water	1	201	4866	5939	1 E	1
Field Services Worker I	1	158	3172	3870	3 40	2
Field Services Worker I- Airport Maint.	0	158	3172	3870	3 40	2
Field Services Worker II	17	168	3504	4276	3 40	2
Field Services Worker II-Airport	2	168	3504	4276	3 40	2
Field Services Worker II- Streets	8	170	3575	4361	3 40	2
Field Services Worker III	2	178	3870	4723	3 40	2
Field Services Worker III- Airport	1	178	3870	4723	3 40	2
Field Services Worker III- Streets	1	180	3949	4818	3 40	2
Field Services Worker Trainee	0	145	2760	3367	3 40	2
Finance Director	1	271	9770	12042	1 E	-
Fire Inspector	1	173	3683	4494	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
G.I.S. Supervisor	1	221	5939	7249	1 P	1
G.I.S. Technician	0	175	3757	4584	3 40	2
Grants and Procurement Coordinator	1	212	5430	6627	1 A	1
Human Resources Aide	2	189	4319	5270	1 A	1
Human Resources Analyst I	0	207	5166	6305	1 A	1
Human Resources Analyst II	0	221	5939	7249	1 E	1
Human Resources Assistant	0	163	3334	4068	2 A	1
Industrial Waste Inspector I	0	198	4723	5765	3 P	2
Industrial Waste Inspector II	0	209	5270	6432	1 P	1
Information Technology Manager	1	248	7772	9483	1 E	1
Information Technology Technician	0	175	3757	4584	3 40	2
Lab Attendant	0	167	3469	4233	3 40	2
Lab Superintendent	1	229	6432	7850	1 E	1
Lab Supervisor	0	229	6432	7850	1 E	1
Lab Technician I	0	182	4028	4915	3 40	2
Lab Technician II	1	192	4449	5430	3 40	2
Lab Technician III	0	202	4915	5998	3 P	2
Leisure Services Coordinator	2	174	3719	4538	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	174	3719	4538	3 40	2
Leisure Services Superintendent	0	212	5430	6627	1 E	1
Leisure Services Supervisor	1	190	4361	5323	1 E	1
Library Assistant	7	161	3268	3988	3 40	2
Library Assistant (Limited Term)	0	161	3268	3988	3 40	2
Library Assistant Trainee	0	145	2760	3367	3 40	2
Library Supervisor I	1	179	3909	4770	1 E	1
Library Supervisor II	1	190	4361	5323	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Live Release Coordinator	1	173	3683	4494	3 40	5
Mechanic I	0	174	3719	4538	3 40	2
Mechanic II	7	187	4233	5166	3 40	2
Mechanic Assistant	0	161	3268	3988	3 40	2
Meter Reader	4	166	3435	4191	3 40	2
Operations and ADA Coordinator	1	212	5430	6627	1 A	1
Parks & Leisure Services Director	1	271	9770	12042	1 E	-
Parks and Leisure Services Specialist	1	218	5765	7035	1 P	1
Parks Maintenance Worker I	3	153	3018	3683	3 40	2
Parks Maintenance Worker II	13	168	3504	4276	3 40	2
Parks Maintenance Worker II (PD)	1	168	3504	4276	3 40	2
Parks Maintenance Worker III	3	178	3870	4723	3 40	2
Parks Superintendent	1	218	5765	7035	1 E	1
Parks Supervisor	1	190	4361	5323	1 E	1
Planning Technician	0	175	3757	4581	3 A	2
Police Crime Analyst	1	207	5166	6305	3 40	5
Police Officer Trainee	5	173	3683	4494	3 40	5
Police Services Supervisor	0	204	5014	6119	1 A	1
Principal Civil Engineer	1	236	6896	8416	1 P	1
Project Manager	1	226	6242	7619	1 E	1
Property & Evidence Technician	2	168	3504	4276	3 40	5
Public Education Officer	0	163	3334	4068	3 40	5
Public Safety IT Analyst I	1	208	5218	6368	3 40	5
Public Works Director	1	281	10792	13435	1 E	-
Purchasing Agent	0	210	5323	6496	1 E	1
Records Clerk	4	161	3268	3988	3 40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Records Coordinator	1	163	3334	4068	3 40	2
Senior Communications Dispatcher	1	176	3794	4630	3 40	5
Senior Records Clerk	1	166	3435	4191	3 40	5
Senior Planner	1	226	6242	7619	1 P	1
Storekeeper	0	166	3435	4191	3 40	2
Transportation Director	1	271	9770	12042	1 E	-
Transportation Manager	1	248	7772	9483	1 E	1
Utility Billing Supervisor	1	207	5166	6305	1 A	1
WWTF Operator Superintendent	1	226	6242	7619	1 E	1
WWTF Operator I	0	168	3504	4276	3 40	2
WWTF Operator II	6	177	3832	4676	3 40	2
WWTF Operator III	2	195	4584	5595	3 40	2
WWTF Operator Trainee	0	145	2760	3367	3 40	2
Water Systems Specialist	1	201	4866	5939	1 A	1
Water Utility Superintendent	1	226	6242	7619	1 E	1
Water Utility Worker I	1	168	3504	4276	3 40	2
Water Utility Worker II	14	177	3832	4676	3 40	2
Water Utility Worker III	3	195	4584	5595	3 40	2
Zalud House Curator	0	149	2900	3539	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

Fire Chief	1	281	10792	13435	1 E	-
Fire Deputy Chief	1	270	9673	11923	4 E	-
Fire Battalion Chief	4	256	8416	10268	4 E	-

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESEN TATION</u>
Fire Marshal (non-sworn)	1	236	6896	8416	1 E	-
Fire Captain	10	225	6181	7544	4 27	6
Fire Engineer	9	211	5376	6561	4 27	4
Firefighter	27	201	4866	5939	4 27	4
Administrative Staff (a)						

Police Protection:

Chief of Police	1	281	10792	13435	1 E	-
Assistant Chief of Police	1	270	9673	11923	1 E	-
Police Captain	2	258	8586	10475	1 E	-
Police Lieutenant	6	246	7619	9296	1 E	-
Police Sergeant	12	230	6496	7928	4 E	3
Police Officer	62	208	5218	6368	4 28	3
Police Officer (Limited Term)	1	208	5218	6368	4 28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
2. Porterville City Employees' Association
3. Porterville Peace Officers' Association
4. Porterville City Firefighters' Association
5. Public Safety Support Unit
6. Fire Officer Series
- Unrepresented Management

ASSIGNMENT

- a. Firefighters, Fire Engineers, Fire Lieutenants, and Fire Captains assigned to any of three administrative staff positions (40 hour week) performing the duties of Deputy Fire Marshal, shall receive an additional 7 ½ % over their base salary.
- b. Police officer given Field Training Officer assignments shall receive an additional 5% salary increase, in daily increments, over their base salary.
- c. Police Officers and Police Sergeants assigned to HNT (Hostage Negotiations Team), MAIT (Major Accident Investigation Team), SWAT (Special Weapons and Tactics) shall receive an additional 5 % salary increase over their base salary.
- d. Police Officers and Police Sergeants given Detective assignments shall receive an additional 7 ½ % salary increase over their base salary.
- e. Police Officers and Police Sergeants assigned to the K-9 Unit shall receive an additional 7 ½ % salary increase over their base salary.
- f. Police Officers assigned to Corporal shall receive an additional 5%. In the event a Police Officer is assigned as Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

*In the event Police Officers and Police Sergeants are assigned to more than one specialty

assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. (The 10% stacking cap does not apply to K-9 assignment).

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AND ADOPTING
THE POSITION PAY PLANS FOR 2020-2024**

WHEREAS, the City Council of the City of Porterville has determined and reiterated that an Employee Pay and Benefit Plan and Position Pay Plan are essential for the proper administration of the City's affairs; and

WHEREAS, the changes to the Position Pay Plans from 2020 to 2024 have all been previously approved via Resolutions of the City Council; and

WHEREAS, the California Public Employees' Retirement System has requested minor revisions to said Position Pay Plans and Council ratification.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Position Pay Plans for the time period beginning in 2020 to present, attached hereto and incorporated herein by this reference as Exhibits A through I.

BE IT FURTHER RESOLVED, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk