ROLL CALL:
Mayor/Chairman/President: Gustavo V. Camacho
Mayor Pro Tempore/Vice Chairman/Vice President: Raul Elias
Councilmembers/Directors/Commissioners: Gregory Salcido, Dr. Monica Sanchez, Brent A. Tercero

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER N-25-20 AND N-29-20. IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, CITY HALL FACILITIES ARE TEMPORARILY CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE. CITY COUNCIL MEETINGS CAN BE VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG. IF YOU WISH TO SUBMIT A PUBLIC COMMENT CARD ON ANY OF THE LISTED AGENDA ITEMS YOU MAY DO SO IN ADVANCE BY EMAIL TO THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 2:00 P.M. ON THE DAY OF THE MEETING. PLEASE PROVIDE YOUR FULL NAME AND SUBJECT.

SPECIAL PRESENTATIONS:
- Proclamation – National Public Works Week

Please turn off all pagers and/or phones while meeting is in session and please refrain from texting during the meeting.

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
PUBLIC HEARING:

City Council:

   a. Open Hearing
   b. Memo from City Manager
   c. Written Communication(s)
   d. Oral Communication(s)
   e. Close Hearing
   f. Recommendation:
      1. Open Public Hearing for adoption by reference, of the Codes adopted by the California Building Standards Commission incorporating the California Building Code, California Residential Code, California Electrical Code, California Historical Code, California Plumbing Code, California Energy Code, California Existing Building Code, California Mechanical Code, California Green Building Standards Code, California Administrative Code, California Referenced Standards Code, the Los Angeles County Fire Code, along with any and all amendments and findings of the Codes as found in Pico Rivera’s amended Title 15 Municipal Code;
      2. Adopt Ordinance No. 1141 amending Title 15 of the Pico Rivera Municipal Code by adopting by reference Parts 1 through 6, and 8 through 12 of Title 24 of the California Code of Regulations that was introduced October 11, 2016; and
      3. Authorize the City Clerk to file certified copies of Resolution No. 7061 and Ordinance No. 1141 with the California Building Standards Commission and the Department of Housing and Community Development.

Ordinance No. 1141 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE ADOPTING BY REFERENCE PARTS 1 THROUGH 6, AND 8 THROUGH 12 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS (SECOND READING AND ADOPTION)

PUBLIC COMMENTS - IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 2:00 P.M. ON THE DAY OF THE MEETING. ALL EMAILS WILL BE READ INTO THE PUBLIC RECORD.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting.
concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

**CONSENT CALENDAR ITEMS:**
All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

City Council:

2. **Minutes:**
   - City Council special meetings of April 23, 2020 and April 28, 2020
   **Recommendation:** Approve

3. **17th Warrant Register of the 2019-2020 Fiscal Year.**
   Check Numbers: 285184-285232; 285233-285269; 285270-285273
   Special Check Numbers: None
   **Recommendation:** Approve

4. **Approve a Resolution Establishing the Classification and Salary Schedule for the Part-Time Transit Driver and Transit Dispatcher/Driver Positions.**
   **Recommendation:**
   1. Approve a resolution establishing the classification and salary schedule for the part-time Transit Driver and Transit Dispatcher/Driver positions.

5. **Substantial Amendment No. 1 to the Community Development Block Grant Fiscal Year 2019-20 Annual Action Plan.**
   **Recommendation:**
   1. Approve a resolution for a substantial amendment for the fiscal year (FY) 2019-20 Annual Action Plan reprogramming FY 2019-20 CDBG funds in the amount of $49,520 and authorizing an appropriation of $366,586 in Coronavirus Aid, Relief and Economic Security (CARES) Act CDBG-CV funds; and
   2. Authorize the City Manager or the Community and Economic Development Director to enter into agreements with eligible sub-recipients.

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING SUBSTANTIAL AMENDMENT NO. 1 REALLOCATING EXISTING FISCAL YEAR 2019-2020 FUNDING AND COVID-19 CARES ACT CDBG-CV FUNDING TO
THE CITY OF PICO RIVERA FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS

6. **Bus Landing Improvements at Rosemead Boulevard and Coffman/Pico Road (CIP No. 50000) – Notice of Completion.**

   **Recommendation:**
   1. Accept the work completed for the Bus Landing Improvements at Rosemead Boulevard and Coffman/Pico Road (CIP No. 50000) constructed by FS Contractors, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
   2. Authorize the City Manager to release the retention payment and all other monies due to FS Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

7. **Award Contract for the Purchase of Three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans.**

   **Recommendation:**
   1. Award a Professional Services Agreement to Creative Bus Sales for the purchase of three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans in an amount not-to-exceed $262,872.

   Agreement No. ________

8. **Award Summer Food Service Program Agreement for Vended Meals to Foodservice Outreach, Incorporated and Authorize the City Manager to Execute Related Documents.**

   **Recommendation:**
   1. Authorize the award of an agreement with Foodservice Outreach, Inc. to provide vended meals for the Summer Food Service Program (SFSP) in an amount not-to-exceed $147,960; and
   2. Authorize the City Manager to execute all related grant documents, amendments, purchase requests, and to have the authority to act for and exercise any rights of the City regarding the SFSP program.

   Agreement No. ________

9. **Approve Amendment No. 1 to Professional Services Agreement No. 19-1875 with Tanko Lighting, Inc. for Streetlight Acquisition and LED Conversion Services.**

   **Recommendation:**
   1. Approve Amendment No. 1 to extend the term of Professional Services Agreement No. 19-1875 and for all work to be completed no later than June 30, 2021.

   Agreement No. 19-1875-1
10. **Approve Amendment No. 2 to Agreement with South East Area Animal Control Agency.** (500)

   **Recommendation:**
   1. Approve Amendment No. 2 to Agreement No. 16-1670 Joint Powers Agreement with the South East Area Animal Control Agency (SEAACA).

   Agreement No. 16-1670-2

11. **Approve Proposed Side Letters for Service Employees International Union Local 721 Part-Time Unit, Service Employees International Union Local 721 Full-Time Unit, and Mid-Managers and Professional and Confidential Employees Association.** (500)

   **Recommendation:**
   1. Approve the proposed side letters with the City employee groups amending the SEIU Local 721 Full-Time MOU, SEIU Local 721 Part-Time MOU, and the CEA MOU as a result of disruptions caused by the COVID-19 pandemic and state of emergency.

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**REGULAR AGENDA:**

City Council:

12. **Approve a Professional Service Agreement with TerraVerde Energy, LLC to Provide Distributed Energy Resource Project Management.** (500)

   **Recommendation:**
   1. Authorize the City Manager to award and execute a Professional Service Agreement (PSA) with TerraVerde Energy, LLC to provide Distributed Energy Resources (DER) project management; and
   2. Appropriate funds for Fiscal Year 2020-21 in the amount of $22,500 for the completion of Task Order 1.A Solar and Storage Feasibility Analysis and Task Order 1.B DER Program Design for Pico Rivera City and El Rancho Unified School District facilities. These services will be billed to Account No. 560.16.1638.52310.

   Agreement No. ________

**PUBLIC UPDATE ON COVID-19:**

**GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):**

**CLOSED SESSION(S):**

a. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

   One matter of threatened litigation
b. **CONFERENCE WITH LABOR NEGOTIATORS**
   
Pursuant to Government Code Section 54957.6
Agency Negotiator: Steve Carmona
Employee organization: Service Employees International Union 721 and Confidential Employee Association

**ADJOURNMENT:**

**AFFIDAVIT OF POSTING**

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 7th, day of May 2020.

Dated this 7th, day of May 2020

Anna M. Jerome, CMC
City Clerk

**SB343 NOTICE**

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this special meeting agenda will be available on the City’s website.
STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a maximum of three minutes. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: PUBLIC HEARING - ADOPTION OF THE 2019 CALIFORNIA BUILDING CODES, AMENDING TITLE 15, BUILDING AND CONSTRUCTION, OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1) Open Public Hearing for adoption by reference, of the Codes adopted by the California Building Standards Commission incorporating the California Building Code, California Residential Code, California Electrical Code, California Historical Code, California Plumbing Code, California Energy Code, California Existing Building Code, California Mechanical Code, California Green Building Standards Code, California Administrative Code, California Referenced Standards Code, the Los Angeles County Fire Code, along with any and all amendments and findings of the Codes as found in Pico Rivera’s amended Title 15 Municipal Code;

2) Adopt Ordinance No. 1141 amending Title 15 of the Pico Rivera Municipal Code by adopting by reference Parts 1 through 6, and 8 through 12 of Title 24 of the California Code of Regulations that was introduced October 11, 2016; and

3) Authorize the City Clerk to file certified copies of Resolution No. 7061 and Ordinance No. 1141 with the California Building Standards Commission and the Department of Housing and Community Development.

Fiscal Impact:

There is no fiscal impact as a result of the recommended actions.

Discussion:

At the regularly held City of Pico Rivera City Council meeting on April 14, 2020, staff introduced Ordinance No. 1141 for first reading; approved Resolution No. 7061 making express findings and determinations that modifications to the 2019 California Codes are reasonably necessary because of local climatic, geological or topographical conditions; and, set May 12, 2020 as the public hearing date in accordance with California Government Code Section 50022.3. A “Notice of Public Hearing” was published in the
Whittier Daily Newspaper on May 1, 2020, pursuant to California Government Code 6066.

California Government Code Section 38660 empowers the legislative body of a City to regulate building construction, and Section 50020 through 50022.7 provides for adoption of the codes by reference. California Health and Safety Code Section 17958 requires cities to adopt the most recent edition of the model building standards codes as amended and adopted by the California Building Standards Commission (CBSC).

The California Codes are applicable to all occupancies throughout the state, whether or not the local government takes an affirmative action to adopt these standards. California law takes a straightforward approach to amendments by local governments:

- The governing body of the local government must make express findings that amendments to the building standards are necessary due to local climatic, topographic or geologic conditions.
- The local amendments may only provide for a more restrictive building standard than that contained in the California Codes.
- The administrative provisions of the California Codes may also be amended, provided they are found to be equivalent to the provisions outlined in the Codes.
- The local amendments and the express findings must be filed with the California Building Standards Commission.

In accordance with these requirements, staff identified the climatic, geologic and topographic conditions within the City’s region that necessitated amendments to the California Codes. The modifications to the California Codes contain vital provisions regarding administrative procedures, roofing materials, seismic requirements, foundation requirements, pool safety barriers and other matters necessitated by the City’s exposure to the above climatic, geologic and topographic conditions.

Most of the changes and modifications are the same or substantially similar to those that the City has adopted for previous codes. These amendments to the Model Codes may be found in Title 15 of the Pico Rivera Municipal Code (PRMC). The recommended code modifications will not impose any new or significant financial burden to development projects in the City, do not differ significantly from previous code adoption cycles, and are similar to code modifications in surrounding cities.

CEQA Review:
California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines
Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment”. Many of the standards are already being implemented by the City when reviewing construction projects and would not change how these projects are reviewed and approved. For these reasons, the code amendments would not have the potential to result in individual or cumulative significant effects on the environment. They do not approve any physical development project, would not result in a direct or indirect physical change in the environment, and are exempt from review under CEQA.

**Conclusion:**

The approval of the code amendments set forth in Ordinance No. 1141 are necessary to maintain consistency with state law and ensure a safe built environment. Staff recommends the City Council accept for second reading and adopt Ordinance No. 1141.

Steve Carmona

SC:MG:JG:ST:JF

Enclosures: 1) Ordinance No. 1141  
2) Resolution No. 7061  
3) Whittier Daily News Public Hearing Posting
ORDINANCE NO. 1141

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE ADOPTING BY REFERENCE PARTS 1 THROUGH 6, AND 8 THROUGH 12 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the City Council of the City of Pico Rivera hereby finds that the public health, safety, and welfare will be best protected and served by the adoption of various building and construction industry codes that are established and maintained by the State Building Standards Commission; and

WHEREAS, Section 19758 of the Health and Safety Code mandates that the City of Pico Rivera adopt ordinances and regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to the Health and Safety Code Section 17922; and

WHEREAS, Section 17958.5 of the Health and Safety Code permits the City to make changes or modifications as are reasonably necessary because of local conditions; and

WHEREAS, Section 17958.5 requires that the City make findings that such changes and modifications are needed due to climatic, geologic, or topographic conditions; and

WHEREAS, Section 18938 et seq. of the California Health and Safety Code specifies that the California Building Standards Code applies to all occupancies throughout the State; and

WHEREAS, Section 50022.1 et seq. of the California Government Code provides local agencies may enact ordinances which adopt codes by reference, in whole or part.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pico Rivera as follows:

SECTION 1. The Table of Contents of Title 15 of the Pico Rivera Municipal Code is hereby amended to read as follows:

TITLE 15
BUILDINGS AND CONSTRUCTION

Chapters:

15.04 Technical Building Codes
15.08 Building Code
15.10 Residential Code
15.12 Housing Code
15.16 Abatement of Dangerous Building Code
15.24 Mechanical Code  
15.28 Electrical Code  
15.32 Plumbing Code  
15.34 Green Building Standards Code  
15.35 Energy Code  
15.37 Historical Building Code  
15.38 Existing Building Code  
15.40 Undergrounding of Utilities  
15.42 Referenced Standards Code  
15.44 Fire Code  
15.48 Standard Specifications for Public Works Construction  
15.50 Floodplain Management

SECTION 2. Chapter 15.04 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety, and a new Chapter 15.04 of Title 15 is hereby added in place thereof to read as follows:

Chapter 15.04 Technical Building Codes

15.04.010 Adoption of specific codes—Copies on file.  
15.04.020 Definition of terms.  
15.04.030 Resolution of conflicts in application.

15.04.010 Adoption of Specific Codes—Copies on file.

A. For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following construction codes subject to the modifications set forth in this Chapter, are hereby adopted:

1. California Administrative Code, 1019 Edition;  

B. In accordance with, Health and Safety Code Section 18942(d), one copy of an up to date version of said codes will remain on file for use and examination by the public in the office of the Building Official.

15.04.020 Definition of terms.

Whenever any of the following names or terms are used in this Title or in any of the codes adopted by reference in this Title, unless the context directs otherwise, such names or terms shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

A. “Building Division” means the Public Works Department, Building Division of the City of Pico Rivera;

B. “Building Official” means the Person serving in the position of Building Official within the Public Works Department of the City of Pico Rivera or his or her designee;

C. “Health Office” means the Los Angeles County Department of Health Services.

15.04.030 Resolution of conflicts in application.

In the event of any conflict or ambiguity between any provision contained in the California Codes and any amendment thereto or addition thereto contained in this title, the amendment or addition thereto shall control.

SECTION 3. Chapter 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety, and a new Chapter 15.08 of Title 15 is hereby added in place thereof to read as follows:

Chapter 15.08 Building Code

15.08.010 Documents—Adopted by reference.
15.08.020 Chapter 1—General code provisions.
15.08.030 Section 312.1 amended—Swimming pools.
15.08.040 Sections 311.4 and 312.2 added—Garage surfaces.
15.08.050 Section 312.3 added—Barbed wire and other fences.
15.08.060 Sections 403.4.8.3 and 403.4.8.4 amended—Smokeproof enclosures.
15.08.070 Section 501.2 amended—Address identification.
15.08.080 RESERVED
15.08.090 RESERVED
15.08.100 Section 718.3 amended—Draftstopping in floors.
15.08.110 Section 718.4 amended—Draftstopping in attics.
15.08.120 Table 1505.1 amended—Roof coverings.
15.08.130 Section 1505.1.3 amended—Roof coverings.
15.08.140 Section 1617.11.2 amended—Building seismic separation.
15.08.150 Section 3109.1 amended—Public bodies of water exemption.
15.08.160 Section 3109.4.1.10 added—Prohibited activity.
15.08.170 Section 202 amended—Private pool definition.
15.08.180 RESERVED
15.08.190 Section 3109.6 added—Pool lighting restriction.
15.08.200 Chapter 36 added—Construction and maintenance of parking areas.
15.08.210 Chapter 37 added—Relocation of buildings.
15.08.220 Chapter 38 added—Grading and excavation.
15.08.230 Appendix I, Section 1101.1 amended—Patio enclosures.

15.08.010 Documents—Adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the 2019 Edition of the California Building Code including Appendix I, based on the 2018 Edition of the International Building Code, as published by the International Code Council, as Chapter 15.08 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of these codes is to prescribe regulations for the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures.

State law references: Authority to regulate construction, Government Code Section 38660; California Building Standards Law, Government Code Section 18901 et seq.

15.08.020 Chapter 1—General code provisions.

Chapter 1, Division II of the 2019 California Building Code is hereby deleted and a new Chapter 1, Administration is added to read as follows:

Section 101 General
Section 102 Applicability
Section 103 Building division
Section 104 Duties and powers of building official
Section 105 Permits
Section 106 Construction documents
Section 107 Temporary structures and uses
Section 108 Permit fees
Section 109 Inspections
Section 110 Certificate of occupancy
Section 111 Service utilities
Section 112 Board of appeals
Section 113 Violations and penalties
Section 114 Stop work order
Section 115 Unsafe structures and equipment
Section 116 Construction toilets
Section 117 Safety assessment placards

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the California Building Code of the State of California, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the California Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the California Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the
installation and operation of residential and commercial gas appliances and related accessories.

**101.4.3 Mechanical.** The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and for appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

**101.4.4 Plumbing.** The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the California Plumbing Code shall apply to private sewage disposal systems.

**101.4.5 Property maintenance.** The provisions of the Uniform Housing Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

**101.4.6 Fire prevention.** The provisions of the California Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

**101.4.7 Energy.** The provisions of the California Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

**SECTION 102 APPLICABILITY**

**102.1 General.** Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number shall be construed to refer to such chapter, section or provision of this code.
102.4 **Referenced codes and standards.** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 **Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 **Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the California Building Code, Uniform Housing Code or the California Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

**SECTION 103 BUILDING DIVISION**

103.1 **Creation of enforcement agency.** The Building Division is hereby created and the official in charge thereof shall be known as the building official or a duly authorized representative.

103.2 **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

**SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL**

104.1 **General.** The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 **Applications and permits.** The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.3 **Notices and orders.** The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 **Inspections.** The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified
by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry. The building official shall obtain an inspection warrant and may be accompanied by a sheriff.

104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.
104.10 **Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner’s representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.11 **Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

104.11.1 **Evaluation reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid evaluation reports from approved sources.

104.11.2 **Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

**SECTION 105 PERMITS**

105.1 **Required.** Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

**Exception:** Electrical maintenance permits may be obtained on an annual basis subject to compliance with the following:
1. Any person, firm or corporation regularly employing one or more qualified maintenance electricians and possessing a valid annual electrical maintenance permit for the installation, alteration and maintenance of electrical equipment in or on buildings or premises owned or occupied by the permittee, may make application and obtain an annual maintenance permit. The application for this permit shall be made in writing to the Building Official and shall contain a description of the premises on which the work is to be done under the permit. Work authorized by an electrical maintenance permit shall be limited to installations, alterations, extensions and maintenance in or on existing buildings.

2. Within not more than fifteen (15) days following the end of each calendar month, the person, firm or corporation to which an annual permit is issued shall transmit to the Building Official a monthly report of all electrical work which was done for the preceding month and shall obtain a permit for all such work and pay the fees in accordance with the fee schedule adopted by the City Council resolution except the charge for issuance of the permit.

3. The person, firm or corporation to whom an annual maintenance permit is issued shall keep a record of all electrical equipment installed under said permit and the Building Official shall have access to such records.

4. A permit granted to one person, firm or corporation shall not authorize any other person, firm or corporation, except an employee of the permittee, to do any electric wiring.

5. A fee shall be paid to the Building Official in accordance with the fee schedule adopted by City Council resolution, for each annual maintenance electrical permit at the time such permit is issued. Fees for all the work installed under such permit shall be paid at the time of submitting the monthly report.

Every person applying for qualification as maintenance electrician shall pay the Building Official in accordance with the fee schedule adopted by City Council resolution, for examination and qualification, and successfully pass an examination by the Building Official, relative to electrical work. In lieu of examination, possession of a State Electrical Contractor’s License or proof of qualification by another governmental jurisdiction acceptable to the Building Official may be considered as meeting the requirements of this Section. Waiver of examination shall not be considered a waiver of any fee required by this Section. Each annual maintenance electrician permit shall expire on December 31st of each year and shall be renewed within thirty (30) days thereafter upon payment of an annual renewal fee in accordance with the fee schedule adopted by City Council resolution.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Unless otherwise exempted by this Code, separate plumbing, electrical and mechanical permits will be required for the above exempted items.
Building Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (complying with zoning consistency review and fee).
2. Wooden or chain link fences not over 6 feet high and masonry garden walls less than 3 feet high. (Planning approval is required.)
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery. (Other Dept. approvals are required, including a temporary use permit.)
9. Prefabricated swimming pool accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Treehouses, swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

4. Low Voltage Systems: Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 1,200 watts of energy.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with the new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.
105.2.3 **Public service agencies.** A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 **Application for permit.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 106.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant’s authorized agent.
7. Give such other data and information as required by the building official.

105.3.1 **Action on application.** The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor.

No building permit or other similar applicable permit bearing on property development or use including additions, modifications, revisions or parking lots shall be issued unless and until the Public Works Director, Zoning Administrator or their designated representatives have reviewed and found same to be in compliance with all applicable Code provisions and/or entitlements.

If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, and the approval as to compliance with all applicable Code provisions and/or entitlements has been secured from the Public Works Director and the Zoning Administrator or their designated representative, the building official shall issue a permit therefor as soon as practicable.

105.3.2 **Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.
105.4 **Validity of permit.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

105.5 **Expiration.** Whenever the Building Official determines by inspection that work on any building or structure for which a permit has been issued and the work started thereon has been suspended for a period of 180 days or more, the owner of the property upon which such structure is located or other person or agent in control of said property upon receipt of notice in writing from the Building Division to do so shall within ten (10) days from the date of such written notice obtain a new permit to complete the required work and diligently pursue the work to completion or shall remove or demolish the buildings or structure within one hundred twenty (120) days from date of the written notice. Should a new permit wish to be obtained after a permit has expired, full fees would be required.

105.6 **Liens to be discharge.** No permit shall be issued to any person or corporation under the provisions of this Chapter in respect to any property where the cost of any building repair or abatement has been confirmed by the Board of Appeals and a lien therefor has been recorded unless and until the amount of said lien with interest, has been paid in full.

105.7 **Surrender of permit.** If no portion of the work or construction covered by a permit issued by the Building Official under the provisions of this Code has been commenced, the person to whom such permit has been issued may deliver such permit to the Building Official with a request that such permit be canceled. The Building Official shall thereupon stamp, or write on the face of such permit the words, “Canceled at the request of the Permittee.” Thereupon such permit shall be null and void and of no effect.

105.8 **Suspension or revocation.** The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

105.9 **Placement of permit.** The building permit or copy shall be kept on the site of the work until the completion of the project.

**SECTION 106 CONSTRUCTION DOCUMENTS**

106.1 **Submittal documents.** Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design
professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

**106.1.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

**106.1.1.1 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

**106.1.2 Means of egress.** The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

**106.1.3 Exterior wall envelope.** Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

**106.2 Site plan.** The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction, as well as any known easements on the site, and existing distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be
drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

106.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as “Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted.

106.3.4 Design professional in responsible charge.

106.3.4.1 General. When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.
The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Where structural observation is required by Section 1704, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also duties specified in Section 1704).

**106.3.4.2 Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the building official.

**106.4 Amended construction documents.** Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

**106.5 Number of construction documents.** One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

**SECTION 107 TEMPORARY STRUCTURES AND USES**

**107.1 General.** The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

**107.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.
107.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the California Electrical Code.

107.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 108 PERMIT FEES

108.1 General. A fee for each required permit shall be assessed in accordance with the fee schedule adopted by City Council resolution.

108.2. Plan review fees and expiration. When the valuation of the proposed construction exceeds $500.00 and a plan is ready to be submitted by Subsection 105.3, a plan-checking fee, in an amount set by City Council resolution shall be paid to the City at the time of submitting plans and specifications for checking. When submittal documents are incomplete or changes so as to require additional plan review or when the project involves deferred submittal items, an additional fee shall be assessed in accordance with the fee schedule adopted by City Council resolution.

108.3. Work without permits—Investigation fee. An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. This fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalties prescribed by law.

For the purpose of this Section a sanitary plumbing outlet on or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heater, etc., involved.

When interceptor traps or house trailer site traps are installed at the same time as a building sewer on any lot, no sewer permit shall be required for the connection of any such trap to any appropriate inlet fitting provided in the building sewer by the permittee constructing such sewer.

When a permit has been obtained to connect to existing buildings or existing work to the public sewer or to connect to a new private disposal facility, backfilling or private sewage disposal facilities abandoned consequent to such connection is included in the building sewer permit.

108.4. Refunds. Refunds shall be paid in accordance with the refund schedule adopted by City Council resolution.
108.5. **Certificate of occupancy fee.** A fee for each Certificate of Occupancy or Temporary Certificate of Occupancy shall be assessed in accordance with the fee schedule adopted by City Council Resolution.

SECTION 109 INSPECTIONS

109.1 **General.** Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

109.2 **Preliminary inspection.** Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.3 **Required inspections.** The building official, upon notification, shall make the inspections set forth in Sections 109.3.1 through 109.3.10.

109.3.1 **Footing and foundation inspection.** Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

109.3.2 **Concrete slab and under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

109.3.3 **Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 shall be submitted to the building official.

109.3.4 **Frame inspection.** Framing inspections shall be made after the roof deck or sheathing, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.
109.3.5 **Lath and gypsum board inspection.** Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

**Exception:** Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

109.3.6 **Fire-resistant penetrations.** Protection of joints and penetrations in fire-resistant assemblies shall not be concealed from view until inspected and approved.

109.3.7 **Energy efficiency inspections.** Inspections shall be made to determine compliance with the California Energy Code and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

109.3.8 **Other inspections.** In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

109.3.9 **Special inspections.** For special inspections, see Section 1704.

109.3.10 **Final inspection.** The final inspection shall be made after all work required by the building permit is completed.

109.4 **Inspection agencies.** The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

109.5 **Inspection requests.** It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 **Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.
SECTION 110 CERTIFICATE OF OCCUPANCY

110.1 Use and occupancy. No building or structure shall be used or occupied and no change in the existing occupancy classification or change of business ownership or ownership of a building or structure or portion thereof shall be made or until the building official has inspected and issued a certificate of occupancy therefor as provided herein.

Exception No. 1: Group R, Division 3 and Group U Occupancies.

Exception No. 2: Commercial Office Space sublet within an existing office space, approved by a Certificate of Occupancy is exempt from building inspection.

Issuance of a certificate of occupancy shall not be construed as an approval or a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

110.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the city, and all work has been completed if a permit was issued, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

110.3 Temporary occupancy. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.
In the event the building is not completed and ready for final inspection in the time prescribed by the Building Official, the building shall be vacated and the utilities disconnected until such time as the building is completed and final inspection is made and a Certificate of Occupancy is issued.

110.4 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 111 SERVICE UTILITIES

111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

There shall be no clearance for connection of gas or electrical utilities until final building, electrical, plumbing and mechanical inspections have been made and approval has been first obtained from the Building Official, except as provided for in Subsection 110.3 for a temporary Certificate of Occupancy.

111.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

111.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 112 BOARD OF APPEALS

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good
or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

112.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

112.4 Applications, fees and findings. Any person appealing the decision of the Building Official shall file with the Building Official a written application accompanied by a filing fee in accordance with the fee schedule adopted by City Council Resolution at any time not more than 20 days after the decision of the Building Official.

The application shall set forth and include any information as the Building Official may require.

Upon the filing of a verified application, the Building Official shall transmit said application forthwith to the Board of Appeals, and such board shall investigate, examine, review, hear testimony, from and on behalf of the applicant, and shall render their findings and decisions on the matter in writing to the applicant with a duplicate copy to the Building Official within 20 days after the conclusion of its proceedings, the Building Official shall make all findings and decisions freely accessible to the public.

SECTION 113 VIOLATIONS AND PENALTIES

It shall be unlawful for any person, firm, corporation or any other legal entity to erect, construct, enlarge, alter, repair, move, improve, remove, relocate, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

A violation of any provision of this code, or of any permit, approved plans and specifications, or any amendment thereto, is a misdemeanor and is punishable by a fine of not to exceed $1,000.00 or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each separate day or any portion thereof, during which any violation of the code occurs or continues, constitutes a new and additional separate offense.

The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be permit for, or an approval of any violation of any of the provisions of this Code. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use which it authorizes is lawful. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.
SECTION 114 STOP WORK ORDER

114.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner’s agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 115 UNSAFE STRUCTURES AND EQUIPMENT

115.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

115.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

115.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

115.4 Method of service. Such notice shall be deemed properly served if a copy thereof is: (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service
of such notice in the foregoing manner upon the owner’s agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

115.5 Restoration. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of the California Existing Building Code.

SECTION 116 CONSTRUCTION TOILETS

116.1 Temporary construction toilets. No person shall commence or proceed with the erection, construction, alteration, repair, raising, adding to, removal or demolition of any building or structure, unless adequate, suitable, sanitary toilet facilities under the control of such person are provided for the use of any person employed or working upon such building or structure. Such toilet facilities shall be located upon or within a reasonable distance of the lot, premises or site upon which such work is being done. In no case shall the line of travel to any toilet facility exceed three hundred feet (300').

116.2 Toilet standards. Every toilet shall be of the water flush type and connected to a public sewer. All toilet structures shall be completely enclosed on four sides and the top and the door shall be self closing; the toilet floor shall be smooth, and screened ventilation shall be provided in toilet compartment. In lieu of flush water closets, approved chemical toilets may be provided.

SECTION 117 SAFETY ASSESSMENT PLACARDS

Sections:
117.1 Intent.
117.2 Application of provisions.
117.3 Definitions.
117.4 Placards.

117.1 Intent. This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

117.2 Application of provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Pico Rivera. The Building Official may extend the provisions as necessary.

117.3 Definitions. Safety assessment is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.
117.4 Placards.
(a) The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are attached.

(1) **INSPECTED—Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.

(2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

(3) **UNSAFE—Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

(b) This ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

(c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

15.08.030 Section 312.1 amended—Swimming pools.

Section 312.1 of the California Building Code is amended to add “swimming pools” to the list of Group U occupancies such that the section reads as follows:

312.1 General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

Agricultural buildings
Aircraft hangars, accessory to a one- or two-family residence (see Section 412.4 of the California Building Code)
Barns
Carports
Communication equipment structures with a gross floor area of less than 1,500 square feet (139 m²)
Fences more than 6 feet (1,829 mm) high
Grain silos, accessory to a residential occupancy
Livestock shelters
Private garages
Retaining walls
Sheds
Stables
Tanks
Towers
Swimming pools
(Ord. 1080 § 6, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.08.040 Sections 311.4 and 312.2 added—Garage surfaces.

Section 311.4 is added to read as follows:

In areas where motor vehicles are stored or operated, floor surfaces shall be paved with Portland cement concrete with a minimum compressive strength of 2000 psi or approved equal.

Section 312.2 is added to read as follows:

In areas where motor vehicles are stored or operated, floor surfaces shall be paved with Portland cement concrete with a minimum compressive strength of 2000 psi or approved equal.
(Ord. 1080 § 7, 2013; Ord. 1039, 2008)

15.08.050 Section 312.3 added—Barbed wire and other fences.

Section 312.3 is added to read as follows:

312.3. No barbed wire or other sharp, pointed fence or electrically charged wire shall be erected, constructed or maintained.

Exception: The Building Official may permit properties with rear or side property lines abutting a utility right-of-way to install barbed wire with valid justification.

15.08.060 Sections 403.4.8.3 and 403.4.8.4 amended—Smokeproof enclosures.

Sections 403.4.8.3 and 403.4.8.4 of the California Building Code are modified by moving No. 1, Ventilation and automatic fire detection equipment for smokeproof enclosures, from Section 403.4.8.3 Standby Power Loads and placing it in Section 403.4.8.4 Emergency Power Loads. The revised sections are to read as follows:
403.4.8.3 **Standby power loads.** The following are classified as standby power loads:

1. Elevators;
2. Where elevators are provided in high-rise buildings for accessible means of egress, fire service access or occupant self-evacuation, the standby power system shall also comply with Sections 1009.4, 3007 or 3008, as applicable.

403.4.8.4 **Emergency power loads.** The following are classified as emergency power loads:

1. Exit signs and means of egress illumination required by Chapter 10;
2. Elevator car lighting;
3. Emergency voice/alarm communications systems;
4. Automatic fire detection systems;
5. Fire alarm systems;
6. Electrically powered fire pumps;
7. Power and lighting for the fire command center required by Section 403.4.6; and
8. Ventilation and automatic fire detection equipment for smokeproof enclosures.

(Ord. 1080 § 9, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.08.070 Section 501.2 amended—Address identification.

Section 501.2 of the California Building Code shall be amended to read:

501.2 **Address Identification.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke of 0.5 inch (12.7 mm) for single family residential structures; 6 inches (105.4 mm) high for multi-family structures; and 12 inches (304.8 mm) high for commercial structures, suite identifiers shall be a minimum of 5 inches (87.83 mm) high and above suite doors or as approved by the local AHJ. Where access is by means of a private road and the building cannot be viewed from a public way, a monument, pole or other acceptable sign or means shall be used to identify the structure.

All commercial buildings shall maintain an address painted on the roof in contrasting colors that measures 3 feet tall with 9-inch (158.9 mm) minimum strokes. The address numbers shall be underlined in order to clarify the correct reading of the address from the air.

15.08.080 RESERVED

15.08.090 RESERVED
15.08.100 Section 718.3. amended—Draftstopping in floors.

Section 718.3. of the California Building Code is amended by deletion of Exception, add a new exception to read as follows:

**Exception:** Where an automatic sprinkler system in accordance with Section 903.3.1.1 is installed, the area between draft stops may be 3,000 square feet (279 m²) and the greatest horizontal dimension may be 100 feet (30,480 mm).

(Ord. 1080 § 13, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.08.110 Section 718.4 amended—Draftstopping in attics.

Section 718.4 of the California Building Code is amended by deletion of Exception, add a new exception to read as follows:

**Exception:** Where an automatic sprinkler system in accordance with Section 903.3.1.1 is installed, the area between draft stops may be 9,000 square feet (836 m²) and the greatest horizontal dimension may be 100 feet (30,480 mm).

(Ord. 1080 § 14, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.08.120 Table 1505.1 amended—Roof coverings.

Table 1505.1 is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

<table>
<thead>
<tr>
<th>TABLE 1505.1</th>
<th>MINIMUM ROOF COVERING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CLASSIFICATIONS</td>
</tr>
<tr>
<td></td>
<td>TYPES OF CONSTRUCTION</td>
</tr>
<tr>
<td>IA</td>
<td>IB</td>
</tr>
<tr>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

* Unless approved by the building official where Class B roofing is allowed.

15.08.130 Section 1505.1.3 amended—Roof coverings.

Section 1505.1.3 is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

**1505.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A, unless approved by the building official.

15.08.140 Section 1617.11.2 amended—Building seismic separation.
Section 1617.11.2 is hereby amended read as follows:

**1617.11.2 Structural Separation.** Modify ASCE 7 Section 12.12.3 Equation 12.12-1 as follows:

\[
\delta_m = \frac{C_h \delta_{max}}{K_c}
\]

**(Equation 12.12-1)**

**15.08.150 Section 3109.1 amended—Public bodies of water exemption.**

Section 3109.1 is amended by adding an exception to read as follows:

**Exception:** Exemption of public bodies of water. Where bodies of water are located on public land within the City of Pico Rivera, this section need not be complied with where it has been determined by the Building Official that dispensing with any or all of the provisions of this section will adequately protect the public health, safety and welfare. This section shall not apply to public bodies of water located on land owned, possessed or under control of the State, County, Municipal or other governmental entities or their lessees or assigns.

**15.08.160 Section 3109.4.1.10 added—Prohibited activity.**

Section 3109.4.1.10 of Volume 2 of the 2019 California Building Code is added to read as follows:

**3109.4.1.10 Prohibited activity adjacent to pools regulated by this section.** Every person in possession of land within the City of Pico Rivera, either as owner, purchaser under contract, or otherwise, fee holder, lessee, tenant, or licensee, adjacent to land coming within the definition of this section upon which there is located a swimming pool, shall not alter, change or increase the level of the underlying ground in possession of said person and adjacent to any fence or structure required under this section so as to place the possessor of said land upon which exists a swimming pool, in violation of this section, without a permit to do so from the Building Official. Said permit shall be subject to provisions of this section.

**15.08.170 Section 202 amended—Private pool definition.**

Section 202 is amended by deletion of the definition of private pool and adding a new definition as follows:

**PRIVATE POOL** is any constructed pool or spa, permanent or portable, and over 18 inches deep, which is intended for non-commercial use as a swimming pool by not more than three owner families and their guests.
15.08.180 RESERVED

15.08.190 Section 3109.3 added—Pool lighting restriction.

Section 3109.3 is added to read as follows:

3109.3 Lights. Any lights used to illuminate a swimming pool shall be so arranged and shaded as to reflect light away from any adjoining premises.

15.08.200 Chapter 36 added—Construction and maintenance of parking areas.

Add new Chapter 36 to read as follows:

CHAPTER 36

CONSTRUCTION AND MAINTENANCE OF PARKING AREAS

Section 3600

3601. General. The provisions of this Chapter shall apply to the construction and maintenance of all parking areas used or intended to be used for parking of vehicles whether required by Ordinance or not, and including driveways and access to such parking areas.

3602. Definitions. For the purposes of this Chapter, the following definitions apply unless a different meaning is expressly provided elsewhere in this Chapter.

3602.1. Bus is any self-propelled vehicle other than a motor truck or truck tractor, designed for carrying more than nine persons, including the driver, and used or maintained for the transportation of passengers.

3602.2. Motor truck is a self-propelled vehicle designed or maintained primarily for the transportation of property.

3602.3. Parking area is an area or space designed, used or intended to be used for the storage, parking, maintenance, service, driving, repair, display or operation of vehicles and includes areas used or intended to be used for driveway or access to such parking areas from the public right-of-way to such area, but does not include public roads, streets, highways and alleys. Parking area, as herein defined, includes within its definition those areas defined in Section 18.44 of Title 18 of the Pico Rivera Municipal Code pertaining to automobile storage areas and off-street parking spaces as well as the driveway thereof.

3602.4. Passenger vehicle is any self-propelled vehicle other than a motor truck or truck tractor, designed for carrying no more than nine persons including the driver, and used
or maintained for the transportation of persons and shall include motor trucks with a gross vehicle rating less than 6,000 pounds.

3602.5. Truck tractor is a self propelled vehicle designed, used or maintained primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and loads so drawn.

3602.6. Vehicle is a device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

3603. Scope. No areas shall be used for the storage, parking, maintenance, service, driving, repair, display or operation of vehicles unless constructed and maintained in accordance with the terms and provisions of this chapter.

Exception: (1) That portion of any land coming within the definitions of parking area in use for such purposes on the effective date of the ordinance enacting this Chapter and which is paved and is being maintained in a safe manner so as not to become a nuisance, may continue in use without meeting the provisions of this Chapter, however, any extension, alteration or reconstruction of such areas in whole or in part shall be subject to the terms and provisions of this Chapter.

Exception: (2) The Public Works Director may authorize temporary parking areas to be used in connection with special events, new construction, or areas to be used for a limited period of time not exceeding six months where construction of permanent facilities in accordance with the standards of this Chapter would be impractical. The Public Works Director may impose requirements for dust control, temporary paving or such other requirements as may be necessary to accomplish the intent of this Chapter, as conditions pursuant to authorization.

3604. Permit required. No person, firm or corporation shall construct, reconstruct, alter, enlarge or pave any parking area without first obtaining a separate paving permit from the Public Works Director.

Exception: (1) No paving permit shall be required for any paving work within or under a building for which a valid building permit has been issued.

Exception: (2) No paving permit shall be required for paving work serving R-3 Occupancies where the areas to be paved do not exceed 1,000 square feet.

3605. Standards. Parking areas shall be constructed in accordance with the standards for public works contracts heretofore adopted by the City Council, and except as otherwise specifically provided in this Chapter. In the event any provision of this Chapter should be inconsistent in whole or in part with said public works standards, the provisions of this Chapter shall govern to that extent.
3606. Paving required.

3606.1. General. All parking areas shall be surfaced with materials approved by the Public Works Director so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

3607. Covered parking areas. Parking areas within or under a building shall be paved with Portland cement concrete with a minimum compressive strength of 2,000 psi or approved equal.

3608. Open parking areas. Parking areas other than those within a building shall be paved as follows;

3608.1. Areas designed or used for display, operation or parking of motor vehicle shall be paved with Portland Cement concrete, asphaltic concrete or other approved permanent type of paving materials.

3608.2. Areas for parking or storage of vehicles other than motor vehicles and areas where hard-surfaced paving would pose a material hazard to prospective users may be surfaced with an approved less permanent type of surfacing, provided, however, that such surface shall be the equivalent of 1/4" pea gravel, not less than 2" in thickness. Base or subgrade slopes for temporary parking areas shall be the equivalent of 1/4" pea gravel, not less than 2" in thickness. Base or subgrade slopes for temporary parking areas shall be maintained at not less than 1% slope.

3609. Plans. Plans for parking areas shall be submitted to the Public Works Director for checking. Plans shall show sufficient information to enable the Public Works Director to determine their compliance with this Chapter.

Plans shall be drawn to scale and shall show existing and proposed elevations, materials of construction, details of drainage structures, method of disposal of surface water, drainage provisions for protection and drainage of adjoining properties including any necessary easements, quantities of cut or fill necessary to complete the work and any other information deemed necessary by the Public Works Director.

3610. Fees. Fees for paving permits shall be assessed in accordance with the fee schedule adopted by City Council resolution.

3611. Approvals required.

3611.1. No work shall be done on any parking area beyond the point authorized in each successive inspection without first obtaining the approval of the Public Works Director. Such approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated by each of the inspections required by Subsection (b).
3611.2. The Public Works Director, upon notification from the permit holder or his agent; shall make the following inspections of parking areas and shall approve that portion of the construction as completed, or shall notify the permit holder or his agent wherein the same fails to comply with the law.

3611.2.1. Subgrade Inspection to be made when the site has been cleared and is prepared to receive fill material or aggregate base. When no fill operation is to be done, or the fill is minor in nature, subgrade inspection may be waived by the Public Works Director.

3611.2.2. Base Inspection to be made after base or subgrade has been brought to proper grade and alignment for placing of paving materials and after all required curbing and gutters are in place.

3611.2.3. Final Inspection to be made when parking area is complete.

3612. Testing. When there is insufficient evidence of compliance with the provisions of this Chapter or evidence that any material or any construction does not conform to the requirements of this Chapter or in order to substantiate claims for alternate materials or methods of construction, the Public Works Director may require tests as proof of compliance to be made at the expense of the owner of his agency by an approved agency.

3613. Thickness. Pavement thickness shall be determined by the type of traffic it is likely to be subject to and the type of soil at the site. Pavement shall have minimum thickness of three inches (3") for passenger vehicle parking areas and a minimum thickness of five inches (5") for motor truck, truck tractor or bus parking areas.

Exceptions: Thickness of asphalt concrete may be reduced to a minimum thickness of two inches (2") for passenger vehicle traffic and three inches (3") for motor truck, truck tractor, or bus traffic provided an approved aggregate base course is constructed under the asphalt pavement. The minimum thickness of such base course shall be four inches (4").

3614. Asphalt concrete pavement. Asphalt concrete pavement shall be of mix Type 1-C 40/50 as set forth in the Standard Specifications for Public Works Construction.

3615. Portland cement pavement. Portland Cement concrete used for curbs and gutters and for paving of parking areas outside of buildings shall have a minimum compressive strength of 2,000 psi.

3616. Preparation of surface to be paved.

3616.1. Preparation of surfaces to be paved shall be performed in accordance with the Standard Specifications for Public Works construction aforementioned.
3616.2. Soil sterilization shall be used in all areas to be paved with asphalt concrete. Sterilants shall be applied in accordance with manufacturer’s recommendations.

3616.3. Prime Coating: when asphalt concrete pavement is to be placed without providing a base course an asphalt prime coat consisting of SC-70 liquid asphalt shall be applied at a rate of 0.10 and 0.25 gallons per square yard, in accordance with the aforementioned Standard Specifications for Public Works construction, prior to placing of pavement.

3617. Drainage. All paved areas shall be sloped to drain. Finished slopes of areas paved with asphalt concrete shall be not less than one percent (1%). Finish slope of areas paved with Portland Cement concrete shall be not less than one-half percent (1/2%). Where Portland Cement concrete gutters are installed to receive drainage from asphalt concrete paved areas, such gutters shall be not less than three feet (3’) in width.

3618. Storm water disposal. Paved areas shall be designed to carry surface water to the nearest practical street, storm drain, or natural watercourse approved by the Public Works Director. Concentrated flows of water from parking areas shall not flow by gravity over any public property, but shall be collected in an appropriate manner within the property confines and conducted under the sidewalk in a manner satisfactory to the Public Works Director.

3619. Maintenance. All parking areas shall be maintained in a safe and sanitary condition and shall be kept in good repair. Any alteration, enlargement, reconstruction, in whole or in part, other than normal maintenance repairs, shall be pursuant to permit and subject to the provisions of this Chapter. The provisions of Section 116 of the California Building Code 2016 Edition, as amended, shall apply to parking areas and for the purpose “Building” or “Structure” as used therein shall mean “Parking Area.”

15.08.210 Chapter 37 added—Relocation of buildings.

Add new Chapter 37 to read as follows:

CHAPTER 37

RELOCATION OF BUILDINGS

Section 3700

3701. Scope. No person shall move or relocate any building or structure onto any premises until he first posts a surety bond and secures a building permit as hereinafter provided.

Exception. The provisions of this Chapter shall not apply to moving a contractor’s tool house, construction building or similar structure which is moved as construction requires, onto any premises.
3702. Waiver of bond or permit. Neither a bond nor a deposit need be posted nor made in any case where the Building Official finds that the only relocation involved is that of moving a building temporarily to the regularly occupied business premises of a house mover or that of moving a building to an adjacent property of the same owner or within the confines of a single parcel and that no such security is necessary in order to assure compliance with the requirements of this Chapter.

The Building Official may waive the requirement of bond or deposit when the owner of the property is a governmental agency.

3703. Application. Every application to the Building Official for a relocation building permit shall be in writing upon a form furnished by the Building Official and shall set forth such information as the Building Official may reasonably require in order to carry out the purpose of this Chapter.

3704. Investigation required. In order to determine any of the matters presented by the application, the Building Official may require plans, photographs or other substantiating data, and may cause to be made any investigation which he believes is necessary or helpful. After the investigation is completed, if the applicant fails to post the required bond and secure the relocation building permit within sixty (60) days, the application is null and void.

3705. Application fees. In addition to the building permit fee required, the applicant for a relocation building permit shall pay an application and investigation fee, in accordance with the fee schedule adopted by City Council resolution, to the Building Official for inspection of the building as its present location and investigation of the proposed site.

3706. Permit fees. Building permit fees for repairs or alterations to relocated buildings shall be assessed in accordance with the fee schedule adopted by City Council resolution. Valuation for relocated building shall be computed as being not less than seventy-five percent (75%) of the value for new work.

3707. Issuance of permit. If the condition of the building or structure in the judgment of the Building Official admits of practicable and effective repair, he may issue a relocation building permit to the owner of the property where the building or structure is to be relocated, upon conditions as hereinafter provided; otherwise the permit shall be denied.

3708. Condition of permit. The Building Official, in granting any relocation building permit, may impose thereon such terms and conditions as he may deem reasonable and proper. These terms may include, but are not limited to, the period of time required to complete all work; the requirements of changes, alterations, additions or repairs to be made to or upon the building or structure to the end that such building or structure will comply with all requirements of this Code and all other applicable laws and ordinances.

3709. Definitions. Approved surety is a surety company which: (1) is authorized to do business in the State of California; (2) has fulfilled all legal obligations pertaining to
dealings involving the City of Pico Rivera Building Laws upon demand of the Building Official; (3) has been approved by the Building Official as a qualified surety company.

3710. Bond required. The Building Official shall not issue a relocation building permit unless the owner first posts with the Building Official a bond executed by said owner, as principal, and by an approved surety company authorized to do business in this State, as surety, or deposits a cash bond as hereafter provided.

3711. Bond requirements. The surety bond required by this chapter shall:

(a) Be in form joint and several.
(b) Name the City of Pico Rivera as obligee.
(c) Be in an amount equal to the estimated costs, plus 10% of the work required to be done in order to comply with all the conditions of the relocation building permit, such amount to be estimated by the Building Official, but in no case shall said bond be less than $10,000.00.
(d) State therein the legal description or address of the property upon which the building or structure is to be relocated.

3712. Bond conditions. The surety bond shall provide that:

1. All work required to be done pursuant to the conditions of the relocation building permit shall be performed and completed within the time period as set by the Building Official.
2. The time limit specified may be extended for good and sufficient cause after written request of the Principal and Surety, either before or after said time limit has expired. The Building Official shall notify the Principal and Surety in writing of such time extension and may extend the time limit without consent of the surety.
3. The term of such bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon the completion to the satisfaction of the Building Official of the performance of all the terms and conditions of the relocation building permit.
4. The Building Official, the Surety or duly authorized representative of either shall have access to the premises described in the relocation building permit for the purpose of inspecting the progress of the work.
5. Upon default by the Principal, the Surety shall be required to perform all conditions set forth in the relocation permit and have the right of entry to the premises to perform such conditions.
6. In the event of any default in the performance of any term or conditions of the relocation building permit, the Surety or any person employed or engaged on its behalf, may go upon the premises to complete the required work to remove or demolish the building or structure, and clear, clean and restore the site.
7. The relocation building permit shall be null and void if the building or structure is not relocated to the proposed site within sixty (60) days after issuance of the permit.
3713. **Notice of default.** Whenever the Principal on the bond defaults in the performance of the conditions required by the relocation building permit, the Building Official shall give notice in writing to the Principal and the Surety on the bond.

3714. **Details of notice.** The Building Official in the notice of default shall state the conditions of the bond which have not been complied with and the period of time deemed by him to be reasonably necessary for the completion of such work.

3715. **Surety requirements.** After a receipt of a notice of default, the Surety, within the time therein specified shall cause the required work to be performed.

3716. **Option of demolition.** When any default has occurred on the part of the Principal under the provisions of this Chapter, the Surety, as its option, in lieu of completing the work required may remove or demolish the building or structure and clear, clean and restore the site.

3717. **Default of cash bond.** If a cash bond has been posted the Building Official shall give notice of default, as provided above, to the Principal and if compliance is not met within the time specified, the Building Official shall proceed without delay and without further notice or proceeding whatever, to use the cash deposit or any portion of said deposit to cause the required work to be done by contract or otherwise at his discretion. The balance, if any, of such cash deposit, upon the completion of the work, shall be returned to the depositor or to his successors or assigns after deducting the cost of the work plus 10 percent (10%) thereof.

3718. **Return of cash bond.** When a cash bond has been posted, and all requirements of relocation building permit have been completed, the Building Official shall return the cash to the depositor or to his successors or assigns except any portion thereof that may have been used or deducted as provided elsewhere in this Chapter.

3719 **Right of entry penalties.** The owner, his representatives, successor or assigns or any other person who interferes with or obstructs the ingress or egress to or from any such premises, of any authorized representative or agent of any surety of the City of Pico Rivera engaged in the work of completing, demolishing or removing any building or structure for which a relocation building permit has been issued, after a default has occurred in the performance of the terms or conditions thereof, is guilty of a misdemeanor.

3720. **Denial or relocation permit.** No permit shall be granted hereunder when it has been determined that to move or relocate said building, house, garage or structure would be detrimental to the public peace, health, safety and welfare in that the building is so constructed as to be in a dangerous condition or is infested with pests or is unsanitary or is not fit for human habitation or is so dilapidated, defective or unsightly or in such a condition that its location at the proposed site would cause appreciable harm to or be materially detrimental to the property or improvement within the immediate neighborhood.
15.08.220 Chapter 38 added—Grading and excavation.

Add new Chapter 38 to read as follows:

CHAPTER 38

GRADING AND EXCAVATIONS

SECTION 3800

3801. Purpose. The purpose of this appendix is to safeguard life, limb, property and the public welfare by regulating grading on private property.

3805. Scope. This appendix sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction, including private streets and all utilities therein.

The standards listed below are recognized standards.

1. Testing.
   1.1 ASTM D 1557, Moisture-density Relations of Soils and Soil Aggregate Mixtures
   1.2 ASTM D 1556, In Place Density of Soils by the Sand Cone Method
   1.3 ASTM D 2167, In Place Density of Soils by the Rubber Balloon Method
   1.4 ASTM D 2937, In Place Density of Soils by the Drive Cylinder Method
   1.5 ASTM D 2922 and D 3017, In Place Moisture Contact and Density of Soils by Nuclear Methods

The following California section replaces the corresponding model code section for applications specified by law for the Department of Housing and Community Development and the Office of Statewide Health Planning and Development.

3805a. Scope [For HCD 1, OSHPD 1&2]. This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments, and provides for approval of plans and inspection of grading construction.

SECTION 3806. PERMITS REQUIRED

3806.1 Permits Required. Except as specified in Section 3806.2 of this section, no person shall do any grading without first having obtained a grading permit from the Public Works Director.

3806.2 Exempted Work. A grading permit is not required for the following:
1. When approved by the Public Works Director, grading in an isolated, self-contained area if there is no danger to private or public property.
2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1,524 mm) after the completion of such structure.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells or tunnels or utilities.
6. Mining, quarrying, excavating, processing or stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.
7. Exploratory excavations under the direction of soil engineers or engineering geologists.
8. An excavation that does not exceed 50 cubic yards (38.3 m³) on any one lot and does not obstruct a drainage course and (1) is less than 1 foot (305 mm) in depth or (2) does not create a cut slope greater than 3 feet (915 mm) in height and steeper than 1 unit vertical in 2 units horizontal (30% slope).
9. A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth, not intended to support structures, that does not exceed 50 cubic yards (38.3 m³) on any one lot and does not obstruct a drainage course.

Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this jurisdiction.

SECTION 3807. HAZARDS. Whenever the Public Works Director determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Public Works Director, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

SECTION 3808. DEFINITIONS. For the purposes of this appendix, the definitions listed hereunder shall be construed as specified in this section.

APPROVAL shall mean that the proposed work or completed work conforms to this chapter in the opinion of the Public Works Director.

AS-GRADED is the extent of surface conditions on completion of grading.
BEDROCK is in-place solid rock.

BENCH is a relatively level step excavated into earth material on which fill is to be placed.

BORROW is earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER is a professional engineer registered in the state to practice in the field of civil works.

CIVIL ENGINEERING is the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works.

COMPACtion is the densification of a fill by mechanical means.

EARTH MATERIAL is any rock, natural soil or fill or any combination thereof.

ENGINEERING GEOLOGIST is a geologist experienced and knowledgeable in engineering geology.

ENGINEERING GEOLOGY is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION is the wearing away of the ground surface as a result of the movement of wind, water or ice.

EXCAVATION is the mechanical removal of earth material.

FILL is a deposit of earth material placed by artificial means.

GEOTECHNICAL ENGINEER. See soils engineer.

GRADE is the vertical location of the ground surface.

Existing Grade is the grade prior to grading.

Finish Grade is the final grade of the site that conforms to the approved plan.

Rough Grade is the stage at which the grade approximately conforms to the approved plan.

GRADING is any excavating or filling or combination thereof.
KEY is a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

PROFESSIONAL INSPECTION is the inspection required by this code to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

SITE is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE is an inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL is naturally occurring superficial deposits overlying bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER) is an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical) engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING) is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

TERRACE is a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

SECTION 3809. GRADING PERMIT REQUIREMENTS

3809.1 Permits Required. Except as exempted in Section 3806 of this code, no person shall do any grading without first obtaining a grading permit from the Public Works Director. A separate permit shall be obtained for each site, and may cover both excavations and fills.

3809.2 Application. The provisions of Section 106.3.1 are applicable to grading. Additionally, the application shall state the estimated quantities of work involved.

3809.3 Grading Designation. Grading in excess of 2,500 cubic yards (1,911 m³), grading and earthworks construction supporting a major structure as determined by the Public Works Director and grading on known or established flood hazard and/or environmentally sensitive areas, shall be performed in accordance with the approved grading plan prepared by a civil engineer, and shall be designated as “engineered grading.” Grading involving less than 500 cubic yards (1,911 m³) shall be designated “regular grading” unless the permittee chooses to have the grading performed as engineered grading, or the Public Works Director determines that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading. Regular grading plans shall be prepared and signed by an
individual licensed by the state to prepare such plans or specifications unless exempted by the Public Works Director.

**3809.4 Engineered Grading Requirements.** Application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the Public Works Director.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4,572 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the Public Works Director, specific recommendations contained in the soils engineering report and the engineering geology report which are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.

**3809.5 Soils Engineering Report.** The soils engineering report required by Section 3809.4 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.
3809.6 Engineering Geology Report. The engineering geology report required by Section 3809.4 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

3809.7 Liquefaction Study. The Public Works Director may require a geotechnical investigation in accordance with Section 1803A when, during the course of an investigation, all of the following conditions are discovered, the report shall address the potential for liquefaction:

1. Shallow ground water, 50 feet (15,240 mm) or less.
2. Unconsolidated sandy alluvium.
3. Seismic Zones C through F.

3809.8 Regular Grading Requirements. Each application for a grading permit shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limiting dimensions and depth of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4,572 mm) of the proposed grading.

3809.9 Issuance. The provisions of Section 106.4 are applicable to grading permits. The Public Works Director may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

The Public Works Director may require professional inspection and testing by the soils engineer. When the Public Works Director has cause to believe that geologic factors may be involved, the grading will be required to conform to engineered grading.

SECTION 3810. GRADING FEES

3810.1. General. Fees shall be addressed in accordance with the provisions of this section.

3810.2. Plan review fees and expiration. When a plan or other data is required by the Public Works Director to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Public Works Director. The Public Works Director may
extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

3810.3. **Grading permit fees.** A fee for each grading permit shall be paid to the Public Works Director. Fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this code. There shall be no separate charge for standard terrace drains as similar facilities.

3810.4. **Investigation fees, work without a permit.** Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. This fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalties prescribed by law.

3810.5. **Refunds.** Refunds shall be paid in accordance with the refund schedule adopted by City Council.

**SECTION 3811. BONDS.** The Public Works Director may require bonds in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

In lieu of a surety bond the applicant may file a cash bond or instrument of credit with the Public Works Director in an amount equal to that which would be required in the surety bond.

**SECTION 3812. CUTS**

3812.1 **General.** Unless otherwise recommended in the approved soils engineering or engineering geology report, cuts shall conform to the provisions of this section.

In the absence of an approved soils engineering report, these provisions may be waived for minor cuts not intended to support structures.

3812.2 **Slope.** The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than 1 unit vertical in 2 units horizontal (50% slope) unless the permittee furnishes an acceptable soils engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property.
SECTION 3813. FILLS

3813.1 General. Unless otherwise recommended in the approved soils engineering report, fills shall conform to the provisions of this section.

In the absence of an approved soils engineering report, these provisions may be waived for minor fills not intended to support structures.

3813.2 Preparation of Ground. Fill slopes shall not be constructed on natural slopes steeper than 1 unit vertical in 2 units horizontal (50% slope). The ground surface shall be prepared to receive fill by removing vegetation, non-complying fill, topsoil and other unsuitable materials scarifying to provide a bond with the new fill and, where slopes are steeper than 1 unit vertical in 5 units horizontal (20% slope) and the height is greater than 5 feet (1,524 mm), by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than 1 unit vertical in 5 units horizontal (20% slope) shall be at least 10 feet (3,048 mm) wide. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of fill shall be at least 10 feet (3,048 mm) wide but the cut shall be made before placing the fill and acceptance by the soils engineer or engineering geologist or both as a suitable foundation for fill.

3813.3 Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Public Works Director, no rock or similar irreducible material with a maximum dimension greater than 12 inches (305 mm) shall be buried or placed in fills.

Exception: The Public Works Director may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (305 mm) in maximum dimension shall be 10 feet (3,048 mm) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.

3813.4 Compaction. All fills shall be compacted to a minimum of 90 percent of maximum density.

3813.5 Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than 1 unit vertical in 2 units horizontal (50% slope).

SECTION 3814. SETBACKS
3814.1 General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary. Setback dimensions shall be as shown in Figure A-38-1.

3814.2 Top of Cut Slope. The top of cut slopes shall not be made nearer to a site boundary line than one fifth of the vertical height of cut with a minimum of 2 feet (610 mm) and need not exceed a maximum of 10 feet (3,048 mm). The setback may need to be increased for any required interceptor drains.

3814.3 Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of 2 feet (610 mm) and need not exceed a maximum of 20 feet (6,096 mm). Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the Public Works Director deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

1. Additional setbacks.
2. Provision for retaining or slough walls.
3. Mechanical or chemical treatment of the fill slope surface to minimize erosion.

3814.4 Modification of Slope Location. The Public Works Director may approve alternate setbacks. The Public Works Director may require an investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied.

SECTION 3815. DRAINAGE AND TERRACING

3815.1 General. Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than 1 unit vertical in 3 units horizontal (33.3% slope).

3815.2 Terrace. Terraces at least 6 feet (1,829 mm) in width shall be established at not more than 30-foot (9,144 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet (18,288 mm) and up to 120 feet (36,576 mm) in vertical height, one terrace at approximately mid-height shall be 12 feet (3,658 mm) in width.

Terrace widths and spacing for cut and fill slopes greater than 120 feet (36,576 mm) in height shall be designed by the civil engineer and approved by the Public Works Director. Suitable access shall be provided to permit proper cleaning and maintenance.
Swales or ditches on terraces shall have a minimum gradient of 5 percent and must be paved with reinforced concrete not less than 3 inches (76 mm) in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of 1 foot (305 mm) and a minimum paved width of 5 feet (1,524 mm).

A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1,254.2 m²) (projected) without discharging into a down drain.

3815.3 Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

3815.4 Disposal. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Public Works Director or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices.

Building pads shall have a drainage gradient of 2 percent toward approved drainage facilities, unless waived by the Public Works Director.

Exception: The gradient from the building pad may be 1 percent if all of the following conditions exist throughout the permit area:

1. No proposed fills are greater than 10 feet (3,048 mm) in maximum depth.
2. No proposed finish cut or fill slope faces have a vertical height in excess of 10 feet (3,048 mm).
3. No existing slope faces steeper than 1 unit vertical in 10 units horizontal (10% slope) have a vertical height in excess of 10 feet (3,048 mm).

3815.5 Interceptor Drains. Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path greater than 40 feet (12,192 mm) measured horizontally. Interceptor drains shall be paved with a minimum of 3 inches (76 mm) of concrete or gunite and reinforced. They shall have a minimum depth of 12 inches (305 mm) and a minimum paved width of 30 inches (762 mm) measured horizontally across the drain. The slope of drain shall be approved by the Public Works Director.

SECTION 3816. EROSION CONTROL

3816.1 Slopes. The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final approval. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted.
3816.2 Other Devices. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

SECTION 3817. GRADING INSPECTION

3817.1 General. Grading operations for which a permit is required shall be subject to inspection by the Public Works Director.

Professional inspection of grading operations shall be provided by the civil engineer, soils engineer and the engineering geologist retained to provide such services in accordance with Section 3817.5 for engineered grading and as required by the Public Works Director for regular grading.

3817.2 Civil Engineer. The civil engineer shall provide professional inspection within such engineer’s area of technical specialty, which shall consist of observation and review as to the establishment of line, grade and surface drainage of the development area. If revised plans are required during the course of the work they shall be prepared by the civil engineer.

3817.3 Soils Engineer. The soils engineer shall provide professional inspection within such engineer’s area of technical specialty, which shall include observation during grading and testing for required compaction. The soils engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this chapter. Revised recommendations relating to conditions differing from the approved soils engineering and engineering geology reports shall be submitted to the permittee, the Public Works Director and the civil engineer.

3817.4 Engineering Geologist. The engineering geologist shall provide professional inspection within such engineer’s area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology report shall be submitted to the soils engineer.

3817.5 Permittee. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code, and the permittee shall engage consultants, if required, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the consultants, the contractor and the Public Works Director. In the event of changed conditions, the permittee shall be responsible for informing the Public Works Director of such change and shall provide revised plans for approval.

3817.6 Public Works Director. The Public Works Director shall inspect the project at the various stages of work requiring approval to determine that adequate control is being exercised by the professional consultants.
3817.7 Notification of Noncompliance. If, in the course of fulfilling their respective duties under this chapter, the civil engineer, the soils engineer or the engineering geologist finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the permittee and to the Public Works Director.

3817.8 Transfer of Responsibility. If the civil engineer, the soils engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the Public Works Director in writing of such change prior to the recommencement of such grading.

SECTION 3818. COMPLETION OF WORK

3818.1 Final Reports. Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular grading, as applicable.

1. An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section 3817.5 showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of subsurface drains shall be shown as reported by the soils engineer.

   Civil engineers shall state that to the best of their knowledge the work within their area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the soils engineer retained to provide such services in accordance with Section 3817.3, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved soils engineering investigation report. Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved soils engineering report and applicable provisions of this chapter.

3. A report prepared by the engineering geologist retained to provide such services in accordance with Section 3817.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. Engineering geologists shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved engineering geologist report and applicable provisions of this chapter.
4. The grading contractor shall submit in a form prescribed by the Public Works Director a statement of conformance to said as-built plan and the specifications.

3818.2 Notification of Completion. The permittee shall notify the Public Works Director when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports have been submitted.

![Figure A-38-1 Drainage and Setback Dimensions](image)

15.08.230 Appendix I, Section 1101.1 amended—Patio enclosures.

Section 1101.1 of Appendix I is deleted in its entirety and a new section is added to read as follows:

1101.1 General. Patio covers shall be permitted to be detached from or attached to dwelling units. Patio covers shall be used only for recreational, outdoor living purposes and not as carports, garages, storage rooms or habitable rooms. Openings shall be permitted to be enclosed with insect screening, readily removable approved translucent or transparent plastic not more than 0.125 inch (3.2 mm) in thickness or readily removable glass conforming to the provisions of Chapter 24. Dual glazed windows are not permitted to be installed in patio cover enclosures constructed under the provisions of this appendix.

SECTION 4. Chapter 15.10 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety, and a new Chapter 15.10 of Title 15 is hereby added in place thereof to read as follows:

Chapter 15.10 Residential Code

15.10.010 Adoption.
15.10.020 Chapter 1, Division II, Section R102.1 amended.
15.10.030 Chapter 1, Division II, Sections R105.2 and R105.3.2 amended.
15.10.040 Chapter 1, Division II, Section R108.5 amended.
15.10.050 Chapter 1, Division II, Section R108.6 amended.
15.10.060 Chapter 2, Section R202 amended.
15.10.070 RESERVED
15.10.080 Chapter 4, Section R403.1.3.6 amended.
15.10.090 Chapter 9, Sections R902.1 and R908.3.1 amended.
15.10.100 RESERVED
15.10.110 RESERVED

15.10.010 Adoption.

The 2016 California Residential Standards Code, Part 2.5, including Appendix H and Appendix K, known as the California Residential Code, as published and adopted by the California Building Standards Commission, including amendments, is hereby adopted by reference and incorporated herein as if fully set forth.

15.10.020 Chapter 1, Division II, Section R102.1 amended.

Section R102.1 is amended to read:

R102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where in any specific case different sections of the code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where in any specific case the California Residential Code does not have a provision that is included in the California Building Code that would be applicable due to the type or method or construction, the California Building Code provisions will apply.

15.10.030 Chapter 1, Division II, Sections R105.2 and R105.3.2 amended.

Section R105.2, Item No. 7, is amended to read:

7. Swimming pools that are less than 18 inches deep.

Section R105.3.2 is amended to read:

R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one hundred eighty days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not to exceed 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.10.040 Chapter 1, Division II, Section R108.5 amended.
Section R108.5 is amended to read:

**R108.5 Refunds.** Refunds for permit when no work has commenced shall be limited to the permit cost minus a fee equal to all services provided including refund processing.

15.10.050 Chapter 1, Division II, Section R108.6 amended.

Section R108.6 is amended to read:

**R108.6 Work commencing before permit issuance.** Any person who commences work that requires a permit on a building, electrical, mechanical, or plumbing system before obtaining the necessary permits shall be subject to the cost of the required permit plus an investigation fee or a fee equal to the expenditures for the complaint investigation, whichever is greater at the discretion of the building official.

15.10.060 Chapter 2, Section R202 amended.

Section R202 is amended to add this definition:

**R202 Reconstruction.** If the value of reconstruction (or renovation) of a building is equal to or exceeds 50 percent of the value of the building immediately prior to such reconstruction, the entire building shall comply with the code provisions for new construction. The value of reconstruction (or renovation) for a property shall include the value of all construction stemming from construction related permits issued within the last two years. The Value shall be determined by using the city adopted building valuation table.

15.10.070 RESERVED

15.10.080 Chapter 4, Section R403.1.3.6 amended.

Section R403.1.3.6 is amended to read:

**R403.1.3.6 Isolated concrete footings.** In detached one- and two- family dwellings that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are not permitted.

15.10.090 Chapter 9, Sections R902.1 and R908.3.1 amended.

Section R902.1 is amended to read:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Class A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:
1. Class A roof assemblies include those with coverings of brick, masonry, and exposed concrete roof deck.

2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Wood roof coverings are prohibited with the following exception:

Re-roofing of less than 10% or the total roof area of existing wood roof covering in four years may be done with fire-retardant shakes or shingles.

Section R908.3.1 of the California Residential Code is amended by deletion of Exception 3.

15.10.100 RESERVED

15.10.110 RESERVED

SECTION 5. Chapter 15.20 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety.

SECTION 6. Chapter 15.24 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.24 Mechanical Code

15.24.020 Chapter 1—General code provisions.


A. The city council of the city of Pico Rivera hereby adopts the 2019 Edition of the California Mechanical Code based on the 2018 Edition of the Uniform Mechanical Code, as published by the International Association of Plumbing and Mechanical Officials, as Chapter 15.24 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, design, construction, quality of materials, location, operation, and maintenance of heating, ventilating, comfort cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the city. (Ord. 1080 § 32, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.
15.24.020 Chapter 1—General code provisions.

Chapter 1 of the 2019 California Mechanical Code is hereby deleted and replaced by the following:

101 Administrative Provisions. For administrative provisions for this code, see Section 15.08.020. (Ord. 1080 § 32, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

SECTION 7. Chapter 15.28 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.28 Electrical Code

15.28.020 Article 89—General code provisions.
15.28.030 Article 310.2(B) amended.
15.28.040 Article 310 amended.


The California Electrical Code, 2019 Edition, is hereby adopted as Chapter 15.28 of Title 15 of this code, with amendments and additions as set forth in this chapter.

A. The city council of the city of Pico Rivera hereby adopts the 2019 Edition of the California Electrical Code based on the 2017 Edition of the National Electrical Code, as published by the National Fire Protection Association, as Chapter 15.28 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of the code is to prescribe regulations for the installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the city. (Ord. 1080 § 33, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.28.020 Article 89—General code provisions.

Article 89 of the 2019 California Electrical Code is hereby deleted and replaced by the following:

Article 89 Administrative Provisions. For administrative provisions for this code, see Section 15.08.020. (Ord. 1080 § 33, 2013; Ord. 1039, 2008)

15.28.030 Article 310.2(B)10 amended.
Article 310.2(B)10 is hereby amended, by the addition of a second paragraph, to read as follows:
Copper wire shall be used for wiring No. 6 and smaller in all installations. Consideration for use of aluminum wiring can be made by the Building Official for feeder lines only on an individual basis where adequate safety measures can be ensured. (Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.28.040 Article 310 amended.

Article 310 is amended, by addition of a new Article 310.16, to read as follows:

310-16 Continuous inspection of aluminum wiring. Aluminum conductors of No. six (6) or smaller used for branch circuits shall require continuous inspection by an independent testing agency approved by the Building Official for proper torquing of connections at their termination point. (Ord. 1039, 2008)

SECTION 8. Chapter 15.32 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.32 Plumbing Code

15.32.010 Document adopted by reference.
15.32.020 Chapter 1—General code provisions.

15.32.010 Document adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the 2019 Edition of the California Plumbing Code based on the 2018 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, as Chapter 15.32 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the city. (Ord. 1080 § 34, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.32.020 Chapter 1—General code provisions.

Chapter 1 of the 2019 California Plumbing Code is hereby deleted and replaced by the following:
101 Administrative Provisions. For administrative provisions for this code, see Section 15.08.020. (Ord. 1080 § 34, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

SECTION 9. Chapter 15.34 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.34 Green Building Standards Code

15.34.010 Adoption.

15.34.010 Adoption.


SECTION 10. Chapter 15.35 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.35 Energy Code

15.35.010 Adoption.

15.35.010 Adoption.


SECTION 11. Chapter 15.36 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety.

SECTION 12. Chapter 15.37 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.37 Historical Building Code

15.37.010 Adoption.

15.37.010 Adoption.

The 2019 California Building Standards Code, Part 8, California Historical Building Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this chapter. (Ord. 1080 § 37, 2013; Ord. 1065 § 3, 2010)
SECTION 13. Chapter 15.38 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.38 Existing Building Code

15.38.020 Chapter 1—General code provisions.


A. The City Council of the City of Pico Rivera hereby adopts the 2019 Edition of the California Existing Building Code based on the 2018 Edition of the International Existing Building Code, as published by the International Code Council, as Chapter 15.38 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the city. (Ord. 1080 § 38, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008) establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.38.020 Chapter 1—General code provisions.

Chapter 1 of the 2019 Edition of the California Existing Building Code is hereby deleted and replaced by the following:

A90 101 Administrative Provisions. For administrative provisions for this code, see Section 15.08.020.
(Ord. 1080 § 38, 2013; Ord. 1065 § 4, 2010; Ord. 1039, 2008)

15.38.030 Section 301.6 Added – Repair, alteration, addition or change of occupancy exceeding 50% of replacement valuation.

Section 301.6 is added to Chapter 1 of the 2019 Edition of the California Existing Building Code to read as follows:

301.6 Repair, alteration, addition or change of occupancy exceeding 50% of replacement valuation. If the valuation of repair, alteration, addition or change of occupancy to an existing building exceeds 50% of the replacement valuation for the
entire existing building, the entire building shall comply with the code provisions for new construction. The valuation shall be determined by using the city adopted building valuation table, or as otherwise determined by the building official.

SECTION 14. Chapter 15.42 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.42 Referenced Standards Code

15.42.010 Adoption.

15.42.010 Adoption.


SECTION 15. Chapter 15.44 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety, and a new Chapter 15.44 of Title 15 is hereby added in place thereof to read as follows:

Chapter 15.44 Fire Code

15.44.010 Document adopted by reference.

15.44.010 Document adopted by reference.


B. The same shall hereafter constitute the Fire Code of the city regulating the safeguarding of life, property and public welfare to a reasonable degree from the hazards of fire and explosion arising from the storage, use and handling of dangerous and hazardous materials, substances and devices; the operation, installation, construction, location, safeguarding and maintenance of attendant equipment within the jurisdiction of the Los Angeles County Fire Department, and providing for the issuance of permits and the collection of fees therefor, and providing penalties for the violation of such code.

C. At least two copies of the Los Angeles County Fire Code shall be kept on file in the office of the building official and shall be maintained by the building official for use and examination by the public.
D. In the event of any conflict or ambiguity between any provision contained in the Fire Code and any amendments or additions thereto contained in this chapter, the amendments or additions thereto shall control.

E. In the event of any conflict or ambiguity between any provision contained in the Fire Code and any other provisions of the Pico Rivera Municipal Code, the provisions of the Pico Rivera Municipal Code shall control.

SECTION 16. The City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this Ordinance are severable, and if, for any reason, any sentence, paragraph or section of this ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 17. No person shall violate any provision, or fail to comply with any of the requirements of this ordinance, and any person violating any provision, or failing to comply with any provision of this ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punished by a fine of not more than $1,000.00, or by imprisonment in the City or County Jail for a period not exceeding one year, or by both such fine and imprisonment.

SECTION 18. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect May 14, 2020.

APPROVED AND ADOPTED this 12th day of May, 2020.

Gustavo V. Camacho, Mayor

ATTEST:     

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, Anna M. Jerome, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance, Ordinance No. ____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, ______, 2020, with the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

_________________________, City Clerk
RESOLUTION NO. 7061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2019 CALIFORNIA BUILDING STANDARDS CODES RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

WHEREAS, Health and Safety Code Section 17958 provides that the City of Pico Rivera shall adopt Ordinances and regulations imposing the same or modified requirements as are contained in the Building Standards Code adopted by the state pursuant to Health and Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health and Safety Code Section 17922 to impose substantially the same requirements as are contained in the most recent edition of the Uniform Housing Code, the International Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the National Electrical Code and the International Existing Building Code of the International Conference of Building Officials, International Code Council, International Association of Plumbing and Mechanical Officials and National Fire Protection Association (hereinafter referred to collectively as "Codes"); and

WHEREAS, the State of California allows local jurisdictions to adopt the provisions of the California Building Standard Codes with local amendments in accordance with Health and Safety Code Sections 17922, 17958, 17958.5, 17958.7 and 18941(b) where necessary to reasonably address adverse local conditions and protect the health, wealth and safety of citizens of Pico Rivera because of local climate, geology, and/or topography; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City Building and Safety Division has recommended that changes and modifications be made to the Codes and has advised that certain of said changes and modifications to the California Codes are reasonably necessary due to local conditions in the City of Pico Rivera. The City Building and Safety Division has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City of Pico Rivera; and

WHEREAS, the City Council finds that the local climate consists of hot and dry conditions during the summer months creating severe fire hazard areas that warrant enhanced construction provisions for fire safety; and
WHEREAS, the City Council finds that the local topography has heavily landscaped surroundings and access for fire or rescue response and staging for firefighting are made difficult due to the terrain; and

WHEREAS, the City Council finds that the Southern California Region which includes the City, is within a very active seismic area where the local geology is located near active earthquake faults and subject to liquefaction presenting a significant earthquake risk that warrants enhanced design and construction provisions for seismic safety; and

WHEREAS, the City Council finds that there is a need to keep the existing local amendments and modify or add certain administrative provisions to its Title 15 in order to effectively regulate and enforce building and construction as provided in the 2019 California Building Standards Codes; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Amendments related to life and fire safety contained in Sections 403.4.8.3, 403.4.8.4, 718.3, 718.4, Table 1505.1, 1505.1.3 and 1613.5.2 of the 2019 Edition of the California Building Code, and Sections 403.1.3.6, 902.1 and 908.3.1 of the 2019 Edition of the California Residential Code, as recommended by the Building Division are hereby found to be reasonably necessary due to the following local conditions:

A. Climatic Conditions

1. Hot, dry Santa Ana winds are common to all areas within the City of Pico Rivera. These winds, which can cause small fires to spread quickly, are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response availability and provide immediate protection for life and safety of multiple occupants during fire occurrences.

2. The City of Pico Rivera is located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles, to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.

B. Geologic Conditions

1. The City of Pico Rivera is located in a highly active seismic area. There are earthquake faults that run along both the northeastern boundaries of Orange County and the southwestern boundaries of Los Angeles County. The Newport-Inglewood Fault Zone (NIFZ) which runs through Orange County was the source of the destructive 1933 Long Beach
earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina Del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. Regional planning for reoccurrence is recommended by the State of California, Department of Conservation. On October 1st, 1987 the area experienced the Whittier Narrows earthquake with a magnitude of 5.9. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The October 17, 1989 Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina district, but when combined with the 34 other fires and over 500 responses the department was taxed to its full capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. If more fire had been ignited by the earthquake, it would have been difficult for the fire department to contain them. Structures within the city also experienced damages from the March 16th, 2010 earthquake centered in Pico Rivera. Experts predict a major earthquake in our area within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by "Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, 1988, State Department of Conservation," page 59, "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe".

2. Traffic and circulation due to narrow and twisting roads and accessways presently existing in the City of Pico Rivera often places fire department response time to fire occurrences at risk. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.

3. Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to revenue-limiting state legislation have made it difficult for the fire department to locate additional fire stations and provide manpower sufficient to concentrate fire companies and personnel to control fires in high density apartment or condominium buildings. Fire department equipment does not allow easy access to areas of buildings greater than 55 feet above the level of Fire Department vehicle access. These conditions create the need for built-in on-site fire protection systems to protect occupants and property until firefighting apparatus and personnel arrive on the scene.
The City of Pico Rivera is located in an area subject to a climatic condition of high winds and low humidity. This combination of events creates and environment, which is conducive to rapidly spreading fires. Control of such fires requires rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 35 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, Section 6, Figures 6-2 of ASCE 7 identifies a significant increase in the amount of wind force at 40 feet above the ground. Use of aerial type firefighting apparatus above this height would place rescue personnel at increased risk of injury.

The City of Pico Rivera is located in the middle of the seismically active area. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors.

4. Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly. Recent Grand Jury Report findings support this concern.

C. Topographical Conditions

1. The City of Pico Rivera has heavily landscaped surroundings. Access for fire or rescue response and staging for firefighting are made difficult due to the terrain.

Additional amendments have been made to the Codes. On the recommendation of the Building Division, such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

SECTION 2. Amendments to the 2019 California Building Standards Codes are found reasonably necessary based on the climatic and/or geologic conditions cited in Section 1 of this resolution and are listed as follows:

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Findings in Section 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBC 403.4.8.3, 403.4.8.4, 718.3.2, 718.3.3, 718.4.3</td>
<td>A-1, B-2, B-3</td>
</tr>
<tr>
<td>CBC Table 1505.1, 1505.1.3, CRC 902.1, 908.3.1</td>
<td>A-1, A-2, B-2, B-4</td>
</tr>
<tr>
<td>CBC 1613.5.2, CRC 403.1.3.6</td>
<td>B-1</td>
</tr>
</tbody>
</table>
Resolution No. 7061
Page 5 of 5

The aforementioned amendments have been incorporated in detail in Ordinance No. 1141.

SECTION 3. The Building Division shall file copies of Resolution No. 7061 and Ordinance No. 1141 with the California Building Standards Commission and the Department of Housing and Community Development as required by Health and Safety Code Section 17958.7.

SECTION 4. The City Council does hereby resolve the aforementioned changes to the Codes are necessary because of local climatic, geological, topographical, administrative or procedural conditions and are necessary to reasonably safeguard life and property within the City of Pico Rivera.

SECTION 5. The City Clerk shall attest to the passage of this resolution and it shall be in full force and effect.

APPROVED AND PASSED this 14th day of April, 2020.

Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

AYES: Elias, Salcido, Sanchez, Tercero, Camacho

NOES: None

ABSENT: None

ABSTAIN: None
To: Mayor and City Council

From: City Manager

Meeting Date: April 14, 2020

Subject: ADOPTION OF THE 2019 CALIFORNIA BUILDING CODES, AMENDING TITLE 15, BUILDING AND CONSTRUCTION, OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1) Introduce an ordinance adopting the 2019 California Building Codes, Amending Title 15, Building and Construction, of The Pico Rivera Municipal Code;

2) Approve a resolution setting forth findings for required amendments to the 2019 California Building Standards Codes relative to local climatic, topographic, and geologic conditions; and

3) Set a public hearing date for May 12, 2020.

Fiscal Impact:

There is no fiscal impact as a result of the recommended actions.

Discussion:

Building and safety activities are regulated and controlled closely by state law and local ordinances. California Government Code Section 38660 empowers the legislative body of a city to regulate building construction, and Section 50020 through 50022.7 provides for adoption of the codes by reference. The California Health and Safety Code Section 17958 requires cities to adopt the most recent edition of the model building standards codes as amended and adopted by the California Building Standards Commission (CBSC).

The California Codes are applicable to all occupancies throughout the state, whether or not the local government takes an affirmative action to adopt these standards. California law takes a straightforward approach to amendments by local governments:

- The governing body of the local government must make express findings that amendments to the building standards are necessary due to local climatic, topographic or geologic conditions.
• The local amendments may only provide for a more restrictive building standard than that contained in the California Codes.

• The administrative provisions of the California Codes may also be amended, provided they are found to be equivalent to the provisions outlined in the Codes.

• The local amendments and the express findings must be filed with the California Building Standards Commission.

In accordance with these requirements, staff has identified the climatic, geologic and topographic conditions within the City’s region that necessitate amendments to the California Codes. These findings include the hot dry Santa Ana wind conditions, the occasional heavy winter rains that follow the dry seasonal weather, the City’s location within a highly active seismic area, the soils potential for liquefaction, the density of development, and existing traffic circulation and congestion. The modifications to the California Codes contain vital provisions regarding administrative procedures, roofing materials, seismic requirements, foundation requirements, pool safety barriers and other matters necessitated by the City’s exposure to the above climatic, geologic and topographic conditions.

Most of the changes and modifications are the same or substantially similar to those that the City has adopted for previous codes. These amendments to the Model Codes may be found in Title 15 of the Pico Rivera Municipal Code and include for example, the requirement for a Class “A” roof material. In this example, Class “A” is less combustible than other types of roofing materials such as wood shake. Highly combustible roofing materials, such as wood shake, are not recommended in the City due to the close proximity of most structures and the tendency for moderate winds, such as the Santa Ana Winds, to blow through the City. Moderate winds would pose a fire danger with highly combustible roofing materials. This example highlights just one of the many vital provisions to the California Codes.

The recommended code modifications will not impose any new or significant financial burden to development projects in the City, do not differ significantly from previous code adoption cycles, and are similar to code modifications in surrounding cities.

Staff is requesting to set a public hearing date per California Government Code Section 50022.3 for May 12, 2020. A “Notice of Public Hearing” will be published on the Whittier Daily News, pursuant to California Government Code 6066.
CEQA Review:

California Environmental Quality Act (CEQA) Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment."

Conclusion:

The approval of the code amendments set forth in the proposed ordinance and resolution do not approve any physical development project, and would not result in a direct or indirect physical change in the environment. The proposed changes to Title 15 are necessary to maintain consistency with state law and ensure a safe built environment. Many of the standards are already being implemented by the City when reviewing construction projects and would not change how these projects are reviewed and approved. For these reasons, the proposed amendments would not have the potential to result in individual or cumulative significant effects on the environment and the proposed code amendments are exempt from review under CEQA.

Steve Carmona
SC:MG:JG:TS:JF

Enclosures: 1) Ordinance
2) Resolution
CITY OF PICO RIVERA
NOTICE OF CITY COUNCIL PUBLIC HEARING
ORDINANCE NO. 1141

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council for the purpose of considering adopting and amending the 2019 Editions of the California Codes including the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards Code, California Energy Code, California Administrative Code, California Historical Building Code, California Existing Building Code, California Referenced Standards Code and the Los Angeles County Fire Code.

The Council will also consider an ordinance, the title being "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE ADOPTING BY REFERENCE PARTS 1 THROUGH 6, AND 8 THROUGH 12 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS."

WHEN: Tuesday, May 12, 2020
TIME: 4:00 p.m. or as soon thereafter as the matter may be heard
WHERE: Members of the public wishing to observe the meeting may do so in one of the following ways:

1. Turn your TV to Channel 3 with Time Warner Cable, Channel 33 for Verizon FIOS and Channel 39 for AT&T U-verse;
3. Email public comments to publiccomments@pico-rivera.org.

California Environmental Quality Act (CEQA) Guidelines Section 15068(c)(2) states that a project is subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15661(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." In accordance with the provisions of CEQA, this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not considered a project because it has no potential for resulting in a physical change to the environment.

Members of the public wishing to make public comments may do so via email to the City Clerk at the email listed below.

publiccomments@pico-rivera.org

PERSONS INTERESTED IN THIS MATTER are invited to provide comments prior to the hearing via the email provided above. If you challenge the above referenced materials in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to, the public hearing.

In compliance with the Americans with Disability Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Anna M. Jerome at (562) 861-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special request must be made in a reasonable amount of time in order that accommodations can be arranged.

Published: May 1, 2020
Whittier Daily News
Ad#1381894
A Special Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the special meeting to order at 2:00 p.m. on behalf of the City Council.

PRESENT: Elias, Salcido, Sanchez, Tercero, Camacho
ABSENT: None

Invocation and the Pledge of Allegiance are suspended due to certain provisions of the Brown Act being temporarily waived pursuant to Governor Newsom’s Executive Order N-25-20 and N-29-20.

Recessed to Closed Session at 2:05 p.m.

ALL COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATORS
   Government Code Section 54957.6
   Agency Designated Representatives:
   City Manager Steve Carmona
   Assistant City Manager Katherine Fuentes
   Employee Organization:
   Service Employees International Union, Local 721 – Part-Time Unit

   City Attorney Alvarez-Glasman stated that direction was provided to City Manager to move forward with one council member dissenting on the direction. There was nothing further to report.

   Reconvened from Closed Session at 3:24 p.m.

   ALL COUNCIL MEMBERS WERE PRESENT

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 3:25 p.m. There being no objection it was so ordered.

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None
Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated April 23, 2020 and approved by the City Council on May 12, 2020.

Anna M. Jerome, City Clerk
A Special Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the special meeting to order at 4:00 p.m. on behalf of the City Council.

PRESENT: Elias, Salcido, Sanchez, Tercero, Camacho
ABSENT: None

Invocation and the Pledge of Allegiance are suspended due to certain provisions of the Brown Act being temporarily waived pursuant to Governor Newsom’s Executive Order N-25-20 and N-29-20.

SPECIAL PRESENTATIONS:
• Dial-A-Ride Program presentation
• Proclamation – Municipal Clerks Week May 3-9, 2020

PUBLIC COMMENTS:

John Kelly:
• Addressed the City Council regarding the TNT Fireworks protocols.

Daniel Garcilazo:
• Addressed the City Council regarding the use of the Smith Park digital sign and COVID-19.

Public comment received by Jose Sanchez.

CONSENT CALENDAR:

City Council:

1. Minutes:
   • Approved City Council regular meeting of April 14, 2020

2. Approved 16th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 285109-285147; 285148-285178; 285179-285183
   Special Check Numbers: None

3. Award Summer Food Service Program Agreement for Vended Meals to Foodservice Outreach, Incorporated. (500)
Item was pulled from the Agenda to be brought back at a future date.

4. Request for Approval of the 2020 Fireworks Stands Permits. (700)

1. Approved the attached list of fireworks stand applications and authorized the issuance of permits to operate.

Councilmember Salcido asked if the Pico Rivera Dons fireworks stand could be relocated to the south end of the City with City Manager Carmona stating that staff will work on locating another location on the south end of the City that is feasible to both the organization and the City.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to approve Consent Calendar Items No. 1, 2, and 4. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

REGULAR AGENDA:

City Council:

5. Fiscal Year 2019-20 Third Quarter Budget Update. (700)

Finance Director Carrasco gave a brief PowerPoint presentation on the third quarter sales tax update highlighting impacts, sales tax deferral, next steps, impacts of the COVID-19 pandemic and the 2020-21 Fiscal Year Budget initial forecast. Discussion amongst City Council and staff included sales tax revenue, suspension of in-house youth sports programs and sports leagues, a Shop and Dine campaign, restaurants delivered program for qualified senior citizens, marketing local businesses, e-commerce, virtual subscriptions, and on-line sales tax.

City Manager Carmona stated that an Economic Development Recovery plan that includes a three prong approach: Response, Recovery and Thrive will be presented at the Economic Development Committee meeting and brought before City Council at a future date. After some discussion regarding the Economic Development meetings, Councilmembers Tercero and Salcido asked that the economic development discussions include all five members of the City Council due to the unique circumstances surrounding COVID-19 in an open Economic Development Study Session.

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to: 1) Approve Resolution No. 7062 amending the 2019-20 Adopted Budget as outlined in Exhibit A; and 2) Authorize the suspension of the following Parks and Recreation Programs: Tiny Tots, Special Events, Aquatics, Camps, Adaptive Recreation, Business
and Family Engagement, Trips and Tours and Youth Sports until June 30, 2020. Motion carries by the following roll call vote:

Resolution No. 7062 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 BUDGET FOR THE PURPOSE OF UPDATING OPERATING AND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS TO MEET CURRENT NEEDS

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

PUBLIC UPDATE ON COVID-19:

Department Directors and Captain Marquez provided updates on COVID-19 which included the success of the Community Food Distribution event held at Smith Park. In regard to Mayor Pro Tem Elias’ question pertaining to Wi-Fi connections, City Manager Carmona stated that in partnership with the El Rancho Unified School District, the City will be providing 100 Wi-Fi connections to assist students who do not have access to Wi-Fi and facilitate long distance learning due to COVID-19 school closures. The connection will be funded by the CARES Act CDBG grant and will be brought before City Council for approval at the next City Council meeting.

Councilmember Dr. Sanchez inquired about virtual activities for teens. Parks and Recreation Director Patterson stated that teen club virtual meetings and virtual activities will be beginning soon.

In regard to the Community Food Distribution event, Councilmember Salcido asked that staff look into creating a more comprehensive traffic mitigation plan or look for a more feasible venue such as the sports arena that would have less of an impact on residents.

Mayor Camacho asked if there is available space to accept and serve additional residents for the senior meal program and the “Let’s Stay Connected” program with Director of Parks and Recreation Patterson responding in the affirmative.

City Council directed staff to look into a testing program in partnership with the US Health Fairs that would initially provide COVID-19 testing to 20 volunteers and would eventually be available for all City residents. City Council also thanked staff for an overall successful Community Food Distribution event held at Smith Park and for all their efforts during the current COVID-19 pandemic.

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Dr. Sanchez stated that she participated in a virtual 5K Challenge by the Shelter’s Right Hand organization and announced the passing of Lawrence Govea, a member of the Go-Getters Softball team and longtime Pico Rivera resident.
Mayor Pro Tem Elias asked that the City begin memorializing essential services and stated that he received a resident concern on the slow progress of the construction on Rosemead Boulevard and Slauson Avenue.

Mayor Camacho reported on SEAACA’s pet adoptions, asked staff to look into adding emergency services to the transportation services and opportunities to assist local veterans during the COVID-19 pandemic crisis.

**CLOSED SESSION(S):** None.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 6:12 p.m. in memory of Maria Zamora, Reynaldo Miranda Chacon and Celedon Armenta. There being no objection it was so ordered.

**AYES:** Elias, Salcido, Sanchez, Tercero, Camacho

**NOES:** None

Gustavo V. Camacho, Mayor

**ATTEST:**

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated April 28, 2020 and approved by the City Council on May 12, 2020.

Anna M. Jerome, City Clerk
17th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

MEETING DATE: 05/12/20

<table>
<thead>
<tr>
<th>CHECK DATE</th>
<th>STARTING</th>
<th>ENDING</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/22/20</td>
<td>285184</td>
<td>285232</td>
<td>$935,153.64</td>
</tr>
<tr>
<td>04/29/20</td>
<td>285233</td>
<td>285269</td>
<td>$175,538.11</td>
</tr>
<tr>
<td>04/30/20</td>
<td>285270</td>
<td>285273</td>
<td>$26,193.65</td>
</tr>
</tbody>
</table>

SPECIAL CHECK NUMBERS:

ACH NUMBERS:

<table>
<thead>
<tr>
<th>CHECK DATE</th>
<th>STARTING</th>
<th>ENDING</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/22/20</td>
<td>6292</td>
<td>6307</td>
<td>$1,136,885.40</td>
</tr>
<tr>
<td>04/29/20</td>
<td>6327</td>
<td>6345</td>
<td>$0.00</td>
</tr>
<tr>
<td>04/30/20</td>
<td>6348</td>
<td>6350</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

REGULAR CHECK TOTAL: $1,136,885.40

SPECIAL CHECK TOTAL: $0.00

TOTAL REGISTER AMOUNT: $1,136,885.40
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-02-19232</td>
<td>LEGAL SERVICES FEBRUARY 2020</td>
<td>Paid by Check #285184</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>33,505.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1401</td>
<td>EXTENDED RENTAL AGREEMENT ON TEMP FENCE FOR ADDITIONAL 6 MONTHS</td>
<td>Paid by Check #285185</td>
<td>01/15/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>2,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000476979</td>
<td>LEGAL ADS FOR MARCH 2020</td>
<td>Paid by Check #285186</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>1,265.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020TUREIMBM320</td>
<td>TUITION REIMBURSEMENT FOR BASIC CODE ENFORCEMENT OFFICER CLASS</td>
<td>Paid by Check #285187</td>
<td>03/16/2020</td>
<td>04/22/2020</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>90.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8404580341</td>
<td>FIRST AID KITS AND REPLENISHMENT MARCH 2020</td>
<td>Paid by Check #285188</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>1,309.79</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8404580342</td>
<td>FIRST AID KITS AND REPLENISHMENT MARCH 2020</td>
<td>Paid by Check #285188</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>163.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8404580343</td>
<td>FIRST AID KITS AND REPLENISHMENTS</td>
<td>Paid by Check #285188</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>56.74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8404580586</td>
<td>FIRST AID KITS AND REPLENISHMENT MARCH 2020</td>
<td>Paid by Check #285188</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>363.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>822084</td>
<td>SYSTEM GALAXY SOFTWARE UPGRADE ADD 8 CARD READER LICENSES</td>
<td>Paid by EFT #6292</td>
<td>10/29/2019</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>595.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>825993</td>
<td>ISO PROX IT CARDS</td>
<td>Paid by EFT #6292</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>360.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1168787</td>
<td>WATER SOFTENER SERVICE AT SENIOR CENTER, APRIL 2020</td>
<td>Paid by Check #285189</td>
<td>03/31/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>57.91</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 386 - Alvarez-Glasman & Colvin Totals | Invoices | 1 | $33,505.14 |
Vendor 395 - American Wrecking, Inc. Totals | Invoices | 1 | $2,500.00 |
Vendor 759 - California Newspapers Partnership Totals | Invoices | 1 | $1,265.00 |
Vendor 1926 - MARCOS CAMPOS Totals | Invoices | 1 | $90.30 |
Vendor 117 - CINTAS CORP. Totals | Invoices | 4 | $1,893.61 |
Vendor 360 - Comlock Security Group Totals | Invoices | 2 | $955.96 |
Vendor 769 - Culligan Water of Santa Ana Totals | Invoices | 1 | $57.91 |
Vendor 418 - GENERAL BUILDING MANAGEMENT COMPANY
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>17165</td>
<td>JANITORIAL SERVICES FOR MARCH 2020</td>
<td>Paid by EFT #6293</td>
<td></td>
<td>03/30/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>7,315.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 418 - GENERAL BUILDING MANAGEMENT COMPANY Totals</td>
</tr>
<tr>
<td>20041094</td>
<td>PROFESSIONAL SERVICES 2/1/20 -3/31/20</td>
<td>Paid by Check #285190</td>
<td></td>
<td>04/13/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>22,535.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 1884 - Geographic Technologies Group, Inc. Totals</td>
</tr>
<tr>
<td>330 - Granicus, Inc.</td>
<td>ANNUL SUPPORT AND MAINTENANCE CITY WEBSITE 3/1/20-2/28/21</td>
<td>Paid by EFT #6294</td>
<td></td>
<td>02/21/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>4,610.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 330 - Granicus, Inc. Totals</td>
</tr>
<tr>
<td>1390 - Hazelrigg Claims Management Services</td>
<td>WORKER'S COMPENSATION RISK MANAGEMENT APRIL 2020</td>
<td>Paid by EFT #6295</td>
<td></td>
<td>04/01/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>3,833.34</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 1390 - Hazelrigg Claims Management Services Totals</td>
</tr>
<tr>
<td>389 - Healthfirst-North Medial Group</td>
<td>PRE-EMPLOYMENT LIVE SCANS FOR MARCH 2020</td>
<td>Paid by Check #285191</td>
<td></td>
<td>04/07/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>361.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 389 - Healthfirst-North Medial Group Totals</td>
</tr>
<tr>
<td>774 - Home Depot</td>
<td>CLEANING SUPPLIES AND MATERIALS</td>
<td>Paid by Check #285192</td>
<td></td>
<td>02/26/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>85.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 774 - Home Depot Totals</td>
</tr>
<tr>
<td>1675 - Keenan &amp; Associates</td>
<td>SERVICES FEES FOR BENEFIT BRIDGE 7/1/19-7/1/20, INSTALL 10 OF 12</td>
<td>Paid by Check #285193</td>
<td></td>
<td>04/17/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>1,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 1675 - Keenan &amp; Associates Totals</td>
</tr>
<tr>
<td>343 - Kelly Paper Company</td>
<td>CITYWIDE PAPER PURCHASE</td>
<td>Paid by EFT #6296</td>
<td></td>
<td>04/09/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>130.37</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 343 - Kelly Paper Company Totals</td>
</tr>
<tr>
<td>554 - League of California Cities</td>
<td>MEMBERSHIP DUES CALENDAR YEAR 2020</td>
<td>Paid by Check #285194</td>
<td></td>
<td>02/28/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>02/13/2020</td>
<td>04/22/2020</td>
<td>20,252.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor 554 - League of California Cities Totals</td>
</tr>
<tr>
<td>1575 - Lincoln Aquatics</td>
<td>CPR SIGNS</td>
<td>Paid by EFT #6297</td>
<td></td>
<td>03/19/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>114.53</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 05/06/2020 07:10:01 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Vendor</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>88456</td>
<td>MONTHLY LANDSCAPE AND MAINTENANCE SERVICES FOR MARCH 2020</td>
<td>Paid by EFT #6298</td>
<td>1688 - Mariposa Landscapes, Inc</td>
<td>18,750.00</td>
</tr>
<tr>
<td>55313163</td>
<td>MOOD MEDIA SERVICES 4/1/20-4/30/20</td>
<td>Paid by Check #285195</td>
<td>676 - MOOD MEDIA</td>
<td>153.71</td>
</tr>
<tr>
<td>INV06-008445</td>
<td>UTILITY USER TAX JANUARY - MARCH 2020, UUT #9473</td>
<td>Paid by EFT #6299</td>
<td>665 - MuniServices, LLC</td>
<td>2,691.26</td>
</tr>
<tr>
<td>30784</td>
<td>STREET SWEEPING SERVICES FOR APRIL 2020</td>
<td>Paid by EFT #6300</td>
<td>394 - Nationwide Environmental Services</td>
<td>47,640.04</td>
</tr>
<tr>
<td>30785</td>
<td>BUS SHELTER MAINTENANCE APRIL 2020</td>
<td>Paid by EFT #6300</td>
<td>394 - Nationwide Environmental Services</td>
<td>16,000.91</td>
</tr>
<tr>
<td>30786</td>
<td>CITYWIDE GRAFFITI ABATEMENT FOR APRIL 2020</td>
<td>Paid by EFT #6301</td>
<td>394 - Nationwide Environmental Services</td>
<td>22,268.62</td>
</tr>
<tr>
<td>2020MARPICAWATER</td>
<td>UTILITIES FOR MARCH</td>
<td>Paid by Check #285196</td>
<td>161 - Pico Water District</td>
<td>2,987.62</td>
</tr>
<tr>
<td>2020MARPICBWATER</td>
<td>UTILITIES FOR MARCH</td>
<td>Paid by Check #285196</td>
<td>161 - Pico Water District</td>
<td>27.62</td>
</tr>
<tr>
<td>2020MARPICWATER</td>
<td>UTILITIES FOR MARCH</td>
<td>Paid by Check #285196</td>
<td>161 - Pico Water District</td>
<td>11,234.78</td>
</tr>
<tr>
<td>S100149263.006</td>
<td>WATERWORKS SUPPLIES</td>
<td>Paid by Check #285197</td>
<td>726 - S &amp; J Supply Co., Inc.</td>
<td>28,409.48</td>
</tr>
<tr>
<td>1552 - S &amp; S LaBarge Golf Inc</td>
<td>PAYROLL 2/19-20-/4/1/20</td>
<td>Paid by EFT #6302</td>
<td>1552 - S &amp; S LaBarge Golf Inc</td>
<td>16,147.53</td>
</tr>
<tr>
<td>3231</td>
<td>PR LUNCH COVID-19 EMERGENCY SENIOR MEALS, WEEK 4/8/20</td>
<td>Paid by Check #285198</td>
<td>1924 - School Nutrition Plus</td>
<td>2,252.25</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>3234</td>
<td>PR LUNCH COVID-19 EMERGENCY SENIOR MEALS, WEEK 4/15/20</td>
<td>Paid by Check #285198</td>
<td></td>
<td>04/15/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1924 - School Nutrition Plus Totals</td>
<td>Invoices</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 551 - Security Signal Devices</td>
<td>R-00156193 SECURITY SERVICES FOR VARIOUS PARK FACILITIES, DECEMBER 2019</td>
<td>Paid by EFT #6303</td>
<td>11/10/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R-00175107 SECURITY SERVICES FOR CITY YARD, 4/1/20-6/30/20</td>
<td>Paid by EFT #6303</td>
<td>03/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R-00180118 SECURITY SERVICES FOR VARIOUS PARK FACILITIES, APRIL 2020</td>
<td>Paid by EFT #6303</td>
<td>03/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R-00180726 SECURITY SERVICES FOR NATIVIDAD CENTER, APRIL 2020</td>
<td>Paid by EFT #6303</td>
<td>03/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R-00182954 SECURITY SERVICES FOR VARIOUS PARK FACILITIES, MAY 2020</td>
<td>Paid by EFT #6303</td>
<td>04/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 551 - Security Signal Devices Totals</td>
<td>Invoices</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 396 - SEQUEL CONTRACTORS, INC.</td>
<td>2019-510-3 PROGRESS PAYMENT #3 9/16/19 -12/31/19</td>
<td>Paid by EFT #6304</td>
<td>03/27/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 396 - SEQUEL CONTRACTORS, INC. Totals</td>
<td>Invoices</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1031 - Shoeteria</td>
<td>0004092-IN SAFETY SHOES FOR PAUL HERNANDEZ</td>
<td>Paid by EFT #6305</td>
<td>01/12/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0007222-IN SAFETY SHOES FOR BRIAN HERNANDEZ</td>
<td>Paid by EFT #6305</td>
<td>03/19/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1031 - Shoeteria Totals</td>
<td>Invoices</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 977 - Specialized Elevator Corporation</td>
<td>9607 CITY HALL ELEVATOR SERVICE FOR MARCH 2020</td>
<td>Paid by Check #285199</td>
<td>03/01/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11150 CITY HALL ELEVATOR SERVICE FOR APRIL 2020</td>
<td>Paid by Check #285199</td>
<td>04/01/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 977 - Specialized Elevator Corporation Totals</td>
<td>Invoices</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 626 - State of California Dept of Justice</td>
<td>444264 PROCESS LIVE SCAN APPLICATIONS FOR BACKGROUND CHECK, MARCH 2020</td>
<td>Paid by Check #285200</td>
<td>04/03/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 626 - State of California Dept of Justice Totals</td>
<td>Invoices</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>9505-9</td>
<td>PAINT FOR STREET DEPT</td>
<td>Paid by EFT #6306</td>
<td>03/26/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>71537278</td>
<td>IRRIGATION SUPPLIES</td>
<td>Paid by Check #285201</td>
<td>03/05/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>20192947</td>
<td>PROFESSIONAL SERVICES THROUGH 10/31/19, PROJ HOT SPOT</td>
<td>Paid by Check #285202</td>
<td>10/31/2019</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>20192949</td>
<td>PROFESSIONAL SERVICES THROUGH 11/30/19, PROJ HOT SPOT</td>
<td>Paid by Check #285202</td>
<td>11/30/2019</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>20193205</td>
<td>PROFESSIONAL SERVICES THROUGH 12/31/19, PROJ HOT SPOT</td>
<td>Paid by Check #285202</td>
<td>01/01/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>20201427</td>
<td>PROFESSIONAL SERVICES THROUGH 1/31/20, PROJ HOT SPOT</td>
<td>Paid by Check #285202</td>
<td>01/31/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>20201438</td>
<td>PROFESSIONAL SERVICES THROUGH 2/29/20, PROJ HOT SPOT</td>
<td>Paid by Check #285202</td>
<td>02/29/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>72548112</td>
<td>HOT ASPHALT FOR WATER DIVISION</td>
<td>Paid by EFT #6307</td>
<td>04/10/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>158124</td>
<td>REMOVE AND PLANTING TREES 2/16/20-2/28/20</td>
<td>Paid by Check #285203</td>
<td>02/29/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>158145</td>
<td>GRID PRUNING 2/16/20-2/28/20</td>
<td>Paid by Check #285203</td>
<td>02/29/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>354215</td>
<td>3 BAGS OF TOP SOIL</td>
<td>Paid by Check #285204</td>
<td>02/18/2020</td>
<td>04/22/2020</td>
</tr>
<tr>
<td>2007815.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285205</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
</tr>
</tbody>
</table>

Vendor 435 - The Sherwin-Williams Co. Totals: Invoices 1, Invoice Net Amount $75.06
Vendor 1925 - Tifco Industries Inc Totals: Invoices 1, Invoice Net Amount $219.34
Vendor 1768 - Transtech Engineers, Inc Totals: Invoices 5, Invoice Net Amount $132,202.50
Vendor 695 - Vulcan Materials Co. Totals: Invoices 1, Invoice Net Amount $86.24
Vendor 1794 - West Coast Arborists, Inc Totals: Invoices 2, Invoice Net Amount $45,511.00
Vendor 366 - Whittier Fertilizer Company Totals: Invoices 1, Invoice Net Amount $6.28
Vendor CLAUDIA ALANIZ Totals: Invoices 1, Invoice Net Amount $55.00
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007822.002</td>
<td>REFUND: PRESCHOOL BALLET &amp; TAP #15969</td>
<td>Paid by Check #285206</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007821.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285207</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007818.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285208</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007819.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285209</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007824.002</td>
<td>REFUND: JANESSA #4781 GAZEBO FEE</td>
<td>Paid by Check #285210</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>150.00</td>
</tr>
<tr>
<td>2007828.002</td>
<td>REFUND: BABY SHOWER GAZEBO FEE</td>
<td>Paid by Check #285211</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>2007814.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285212</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>45.00</td>
</tr>
<tr>
<td>2007820.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285213</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007812.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285214</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007801.002</td>
<td>REFUND: JAZZ &amp; HIP SR CTR #15975</td>
<td>Paid by Check #285215</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>2007801.002</td>
<td>REFUND: JAZZ &amp; HIP SR CTR #15975</td>
<td>Paid by Check #285215</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/20</td>
<td>04/22/20</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
</tr>
</tbody>
</table>

**Vendor**
- **CLAUDIA ALANIZ**
- **DESIREE INEZ ALCARAZ**
- **DEBORAH AMADOR**
- **JENNIFER ARAUJO**
- **GERRY BURIEL**
- **CARMEN CEBALLOS**
- **MICHELLE DE SANTIAGO**
- **BERNADINE DESEVILLA**
- **YESENIA DOMINGUEZ**
- **DOLORES ENCINAS**
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007803.002</td>
<td>REFUND: BROADWAY STARS #15967</td>
<td>Paid by Check #285216</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: DOLORES ENCINAS</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007808.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285217</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: DOLORES ENCINAS</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007826.002</td>
<td>REFUND: EASTER PARTY GAZEBO FEE</td>
<td>Paid by Check #285218</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: LORETTA ENCINAS</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007806.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285219</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: SOCORRO FIGUEROA</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020-00042411</td>
<td>DEPOSIT REFUND FOR PAP 2020-0000396</td>
<td>Paid by Check #285220</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/21/2020</td>
<td>04/22/2020</td>
<td>04/22/2020</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: HARBOR FREIGHT TOOLS</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007811.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285221</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: ERIKA JUAREZ</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007817.002</td>
<td>REFUND: BALLET &amp; TAP #15966</td>
<td>Paid by Check #285222</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: NADIA LOPEZ</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007804.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285224</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: CLAUDIA MANCINA</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007810.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285223</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: CLAUDIA MANCINA</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007809.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285225</td>
<td></td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td></td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>Vendor: KAREN OLVERA-PEREZ</td>
<td>Total Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### AP WARRANT REGISTER 04-22-2020

**Payment Date Range:** 04/22/20 - 04/22/20  
**Report By Vendor - Invoice Summary Listing**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Vendor</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007802.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285227</td>
<td>KAREN OLVERA-PEREZ</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007805.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285226</td>
<td>ARLENE ROMERO</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007823.002</td>
<td>REFUND: TODDLER DANCE MOVEMENT #15970</td>
<td>Paid by Check #285228</td>
<td>JAZSMINE SAN ROMAN</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>40.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007827.002</td>
<td>REFUND: BIRTHDAY PARTY GAZEBO FEE</td>
<td>Paid by Check #285229</td>
<td>ALBERT SILVA</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>75.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007800.002</td>
<td>REFUND: JAZZ &amp; HIP SR CTR #15975</td>
<td>Paid by Check #285230</td>
<td>MEGAN TORRES</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007813.002</td>
<td>REFUND: BROADWAY STARS #15968</td>
<td>Paid by Check #285231</td>
<td>SONYA VASQUEZ</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007825.002</td>
<td>REFUND: BIRTHDAY PARTY GAZEBO FEE</td>
<td>Paid by Check #285232</td>
<td>JAZMYNE WOODBURY</td>
<td>04/14/2020</td>
<td>04/22/2020</td>
<td>04/15/2020</td>
<td>04/22/2020</td>
<td>75.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Totals:**  
- Invoices: 84  
- Net Amount: $935,153.64
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5183</td>
<td>PARKS PLUMBING SUPPLIES</td>
<td>Paid by Check #285233</td>
<td></td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>709.17</td>
<td></td>
</tr>
<tr>
<td>5184</td>
<td>SMALL TOOLS</td>
<td>Paid by Check #285233</td>
<td></td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>97.46</td>
<td></td>
</tr>
<tr>
<td>5193</td>
<td>SMALL TOOLS &amp; SUPPLIES</td>
<td>Paid by Check #285233</td>
<td></td>
<td>03/10/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>135.69</td>
<td></td>
</tr>
<tr>
<td>5185</td>
<td>SMALL TOOLS</td>
<td>Paid by Check #285233</td>
<td></td>
<td>03/11/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>128.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 299 - A. M. Plumbing Supply Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,070.83</strong></td>
</tr>
<tr>
<td>309474-00</td>
<td>WATER DEPT PLANT #5</td>
<td>Paid by EFT #6327</td>
<td></td>
<td>02/26/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>499.20</td>
<td></td>
</tr>
<tr>
<td>309481-00</td>
<td>TENNIS COURTS ERHS</td>
<td>Paid by EFT #6327</td>
<td></td>
<td>02/26/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>738.23</td>
<td></td>
</tr>
<tr>
<td>309571-00</td>
<td>ELECTRICAL SUPPLIES AND TOOLS</td>
<td>Paid by EFT #6327</td>
<td></td>
<td>03/06/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>528.77</td>
<td></td>
</tr>
<tr>
<td>309591-00</td>
<td>RIO HONDO PARK LIGHTS</td>
<td>Paid by EFT #6327</td>
<td></td>
<td>03/06/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>254.88</td>
<td></td>
</tr>
<tr>
<td>309604-00</td>
<td>SMALL TOOLS AND EQUIPMENT</td>
<td>Paid by EFT #6327</td>
<td></td>
<td>03/20/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>152.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 698 - AAA Electrical Supply, Inc. Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,305.98</strong></td>
</tr>
<tr>
<td>000535014632</td>
<td>UNIFORM RENTAL SERVICES</td>
<td>Paid by EFT #6328</td>
<td></td>
<td>03/26/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>368.71</td>
<td></td>
</tr>
<tr>
<td>000535030455</td>
<td>UNIFORM RENTAL SERVICES</td>
<td>Paid by EFT #6328</td>
<td></td>
<td>04/02/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>368.31</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 694 - Aramark Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,108.53</strong></td>
</tr>
<tr>
<td>15548</td>
<td>PARTS FOR PAINT SPRAYER</td>
<td>Paid by Check #285234</td>
<td></td>
<td>10/30/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>82.13</td>
<td></td>
</tr>
<tr>
<td>7026</td>
<td>PARTS AND REPAIR FOR PAINT SPRAYER</td>
<td>Paid by Check #285234</td>
<td></td>
<td>01/27/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>696.54</td>
<td></td>
</tr>
<tr>
<td>15597</td>
<td>PARTS FOR PAINT SPRAYER</td>
<td>Paid by Check #285234</td>
<td></td>
<td>02/25/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>241.56</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 1093 - Ben's Airless Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,020.23</strong></td>
</tr>
<tr>
<td>469341</td>
<td>PURCHASED HAND TOOLS</td>
<td>Paid by Check #285235</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>321.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 363 - Bishop Company Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$321.22</strong></td>
</tr>
<tr>
<td>13117523</td>
<td>COVID-19 BILLBOARD ON ROSEMEAD BLVD AT SMITH PARK</td>
<td>Paid by Check #285236</td>
<td></td>
<td>04/06/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>275.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 455 - Clear Channel Outdoor Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$275.00</strong></td>
</tr>
<tr>
<td>973852</td>
<td>WATER QUALITY SAMPLING FEBRUARY 2020</td>
<td>Paid by EFT #6329</td>
<td></td>
<td>03/24/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>580.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$580.00</strong></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>2004646</td>
<td>MONTHLY SERVICE CHARGES FOR (800) GO PRIME, MARCH 2020</td>
<td>Paid by EFT #6330</td>
<td>04/01/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>199.00</td>
<td></td>
</tr>
<tr>
<td>CL31314</td>
<td>FUEL FOR CITY VEHICLES 03/11/20-03/20/20</td>
<td>Paid by EFT #6331</td>
<td>03/20/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>3,957.31</td>
<td></td>
</tr>
<tr>
<td>CL31843-A</td>
<td>FUEL FOR CITY VEHICLES WATER 03/21/20-03/31/20</td>
<td>Paid by EFT #6331</td>
<td>03/31/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>720.91</td>
<td></td>
</tr>
<tr>
<td>CL31314-A</td>
<td>FUEL FOR CITY VEHICLES WATER 03/11/20-03/20/20</td>
<td>Paid by EFT #6331</td>
<td>03/20/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>989.32</td>
<td></td>
</tr>
<tr>
<td>1631N</td>
<td>GOPHER ABATEMENT AT PARKS</td>
<td>Paid by Check #285237</td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>2,427.45</td>
<td></td>
</tr>
<tr>
<td>24596</td>
<td>REPAIRS TO UNIT 203</td>
<td>Paid by EFT #6332</td>
<td>04/08/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>976.62</td>
<td></td>
</tr>
<tr>
<td>8438</td>
<td>CLEAN WATER SYSTEM OPERATOR WRITTEN TEST</td>
<td>Paid by Check #285239</td>
<td>04/24/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>375.00</td>
<td></td>
</tr>
<tr>
<td>013542561-2</td>
<td>HVAC SERVICES FOR MARCH 2020</td>
<td>Paid by EFT #6333</td>
<td>03/05/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>8,221.00</td>
<td></td>
</tr>
<tr>
<td>013547494-2</td>
<td>HVAC SERVICES FOR APRIL 2020</td>
<td>Paid by EFT #6333</td>
<td>04/06/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>8,221.00</td>
<td></td>
</tr>
<tr>
<td>9258738</td>
<td>IRRIGATION STOCK SUPPLIES</td>
<td>Paid by Check #285240</td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>301.18</td>
<td></td>
</tr>
<tr>
<td>419 - Garvey Equipment Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Totals**

Vendor 1331 - Corporate Image Marketing, Inc
- Invoices: 1
- Total: $199.00

Vendor 345 - Cosby Oil Company
- Invoices: 4
- Total: $5,847.77

Vendor 627 - County of LA, Agricultural Comm, Weights & Measure
- Invoices: 1
- Total: $2,427.45

Vendor 325 - Crafco, Inc.
- Invoices: 1
- Total: $811.50

Vendor 452 - Donnoe & Associates, Inc.
- Invoices: 1
- Total: $375.00

Vendor 1618 - Emcor Services Mesa Energy
- Invoices: 2
- Total: $16,442.00

Vendor 629 - Ewing Irrigation Products
- Invoices: 1
- Total: $301.18
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>126968</td>
<td>MECHANIC SHOP SUPPLIES</td>
<td>Paid by EFT #6334</td>
<td>03/10/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>355.78</td>
</tr>
<tr>
<td>127156</td>
<td>NEW CHAINSAW</td>
<td>Paid by EFT #6334</td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>590.20</td>
</tr>
<tr>
<td>1556</td>
<td>Hasa, Inc</td>
<td>Paid by EFT #6334</td>
<td>03/10/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>662.98</td>
</tr>
<tr>
<td>677890</td>
<td>CHEMICALS</td>
<td>Paid by Check #285241</td>
<td>03/26/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>381.89</td>
</tr>
<tr>
<td>1161</td>
<td>HD Supply Facilities Maintenance</td>
<td>Paid by Check #285242</td>
<td>03/16/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>952.66</td>
</tr>
<tr>
<td>1753</td>
<td>JPrinting and Design</td>
<td>Paid by Check #285243</td>
<td>04/16/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>233.75</td>
</tr>
<tr>
<td>1708</td>
<td>Kevin Sales</td>
<td>Paid by Check #285244</td>
<td>04/03/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>233.75</td>
</tr>
<tr>
<td>754</td>
<td>L.A. County Metropolitan Trans Authority (TAP)</td>
<td>Paid by Check #285245</td>
<td>03/31/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>90.00</td>
</tr>
<tr>
<td>546</td>
<td>Los Angeles County Tax Collector</td>
<td>Paid by Check #285246</td>
<td>12/04/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>171.91</td>
</tr>
<tr>
<td>1688</td>
<td>Mariposa Landscapes, Inc</td>
<td>Paid by EFT #6335</td>
<td>02/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>935.00</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>----------------------</td>
<td>--------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>9007692763</td>
<td>40' PREMIUM TUNNEL CONTAINER RENTAL 1/1/20-1/28/20</td>
<td>Paid by Check #285247</td>
<td></td>
<td>01/01/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>9007913349</td>
<td>40' PREMIUM TUNNEL CONTAINER RENTAL LATE FEE</td>
<td>Paid by Check #285247</td>
<td></td>
<td>02/07/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td></td>
<td>Vendor 660 - Mobile Mini, LLC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Invoices 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1075 - Nationwide Cost Recovery Services, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PR M76-A</td>
<td>FORECLOSURE REGISTRATION FEES MARCH 2020</td>
<td>Paid by EFT #6336</td>
<td></td>
<td>04/14/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/22/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td></td>
<td>Vendor 1075 - Nationwide Cost Recovery Services, LLC Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 394 - Nationwide Environmental Services</td>
<td></td>
<td></td>
<td></td>
<td>03/31/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>30809</td>
<td>FUEL ADJUSTMENT FOR MARCH 2020</td>
<td>Paid by EFT #6337</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 394 - Nationwide Environmental Services Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1115 - Pac Van</td>
<td></td>
<td></td>
<td></td>
<td>04/15/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/22/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>15360989</td>
<td>STORAGE UNIT FOR REACH, 4/15/20-5/12/20</td>
<td>Paid by Check #285248</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1115 - Pac Van Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 78 - R-Doors, Inc</td>
<td></td>
<td></td>
<td></td>
<td>04/01/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>3520</td>
<td>DOOR REPAIR AT RIVERA PARK GYM</td>
<td>Paid by EFT #6338</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 78 - R-Doors, Inc Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 618 - Rutan &amp; Tucker, LLP</td>
<td></td>
<td></td>
<td></td>
<td>04/15/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>865346</td>
<td>LEGAL SERVICES FOR MARCH 2020</td>
<td>Paid by Check #285249</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 618 - Rutan &amp; Tucker, LLP Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1552 - S &amp; S LaBarge Golf Inc</td>
<td></td>
<td></td>
<td></td>
<td>04/21/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/22/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>176</td>
<td>PAYROLL 4/2/20-4/15/20</td>
<td>Paid by EFT #6339</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1552 - S &amp; S LaBarge Golf Inc Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1924 - School Nutrition Plus</td>
<td></td>
<td></td>
<td></td>
<td>04/22/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>3236</td>
<td>PR LUNCH COVID-19 EMERGENCY SENIOR MEALS, WEEK 4/22/20</td>
<td>Paid by Check #285250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1924 - School Nutrition Plus Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 154 - Southland Transit, Inc.</td>
<td></td>
<td></td>
<td></td>
<td>04/07/2020</td>
<td>04/29/20</td>
<td>04/29/20</td>
<td>04/28/20</td>
<td>04/29/20</td>
</tr>
<tr>
<td>PR MARCH-2020</td>
<td>PR DIAL A RIDE SERVICE MARCH 2020</td>
<td>Paid by EFT #6340</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 154 - Southland Transit, Inc. Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>201324</td>
<td>CITY HALL ELEVATOR SERVICE FOR JULY 2019</td>
<td>Paid by Check #285251</td>
<td>07/01/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>326.20</td>
<td></td>
</tr>
<tr>
<td>202099</td>
<td>CITY HALL ELEVATOR SERVICE AUGUST 2019</td>
<td>Paid by Check #285251</td>
<td>08/01/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>326.20</td>
<td></td>
</tr>
<tr>
<td>203205</td>
<td>CITY HALL ELEVATOR SERVICE SEPTEMBER 2019</td>
<td>Paid by Check #285251</td>
<td>09/01/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>326.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5853-1</td>
<td>PAINT FOR GRAFFITI REMOVAL</td>
<td>Paid by EFT #6341</td>
<td>04/14/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>81.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>404491</td>
<td>RESPIRATOR MASKS FOR PUBLIC WORKS DEPARTMENT</td>
<td>Paid by Check #285252</td>
<td>04/03/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>1,209.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72431627</td>
<td>HOT ASPHALT</td>
<td>Paid by EFT #6342</td>
<td>12/06/2019</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>127.84</td>
<td></td>
</tr>
<tr>
<td>72464399</td>
<td>HOT ASPHALT FOR WATER DIVISION</td>
<td>Paid by EFT #6342</td>
<td>01/15/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>674.55</td>
<td></td>
</tr>
<tr>
<td>72552553</td>
<td>HOT ASPHALT FOR WATER DIVISION</td>
<td>Paid by EFT #6342</td>
<td>04/17/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>169.45</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003-626887</td>
<td>NEW BATTERY FOR UNIT 214</td>
<td>Paid by Check #285253</td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>132.21</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>79041111</td>
<td>CLEANING SUPPLIES</td>
<td>Paid by EFT #6343</td>
<td>04/01/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>161.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>158791</td>
<td>TREE MAINTENANCE SERVICES 2/16/20-2/29/20</td>
<td>Paid by Check #285254</td>
<td>02/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>58,864.00</td>
<td></td>
</tr>
<tr>
<td>158430</td>
<td>EMERGENCY TREE SERVICES 3/1/20-3/15/20</td>
<td>Paid by Check #285254</td>
<td>03/15/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>1,989.00</td>
<td></td>
</tr>
<tr>
<td>158432</td>
<td>GRID PRUNING FOR 3/1/20-3/15/20</td>
<td>Paid by Check #285254</td>
<td>03/15/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>17,981.00</td>
<td></td>
</tr>
<tr>
<td>158757</td>
<td>EMERGENCY TREE SERVICES FOR 3/16/20-3/31/20</td>
<td>Paid by Check #285254</td>
<td>03/31/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>04/29/2020</td>
<td>801.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Invoice Details

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>355027</td>
<td>GROUND SUPPLIES FOR GOLF COURSE</td>
<td>Paid by Check #285255</td>
<td>03/19/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>38.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>355027</td>
<td>GROUND SUPPLIES FOR GOLF COURSE</td>
<td>Vendor 366 - Whittier Fertilizer Company Totals</td>
<td>Invoices</td>
<td>1</td>
<td>$38.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A0118767</td>
<td>GLASS PANEL REPAIR AT PICO PARK</td>
<td>Paid by Check #285256</td>
<td>03/04/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>4,170.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GLASS PANEL REPAIR AT PICO PARK</td>
<td>Vendor 1898 - Whittier Glass &amp; Mirror Co., Inc. Totals</td>
<td>Invoices</td>
<td>1</td>
<td>$4,170.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00331832</td>
<td>PROF SVCS THRU 2/28/20, WASHINGTON BLVD BRIDGE, FED REPORTING</td>
<td>Paid by EFT #6344</td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>480.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00331835</td>
<td>PROF SVCS THRU 2/28/20, MINES REGIONAL BIKEWAY, FED REP &amp; REIMB</td>
<td>Paid by EFT #6344</td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>1,113.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00331836</td>
<td>PROF SVCS THRU 2/28/20, PASSONS BLVD, FED REP AND REIMB REQUEST</td>
<td>Paid by EFT #6344</td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>1,708.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00331837</td>
<td>PROF SVCS THRU 2/28/20, PROF ENGINEERING SVCS METRO REPORTING</td>
<td>Paid by EFT #6344</td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>203.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00331834</td>
<td>PROF SVCS THRU 2/28/20, HSIP CYCLE, FEDERAL REPORTING</td>
<td>Paid by EFT #6344</td>
<td>03/09/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>98.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROF SVCS THRU 2/28/20, HSIP CYCLE, FEDERAL REPORTING</td>
<td>Vendor 354 - Willdan Associates Totals</td>
<td>Invoices</td>
<td>8</td>
<td>$4,703.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1049-0331834</td>
<td>3RD QUATER FY 19-20, JANUARY - MARCH 2020 SERVICES</td>
<td>Paid by Check #285257</td>
<td>03/16/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>1,860.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3RD QUATER FY 19-20, JANUARY - MARCH 2020 SERVICES</td>
<td>Vendor 1049 - WOMEN'S AND CHILDREN'S CRISIS SHELTER Totals</td>
<td>Invoices</td>
<td>1</td>
<td>$2,250.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>132 - Yale Chase Equipment &amp; Services</td>
<td>GENERATOR SERVICES FOR EOC</td>
<td>Paid by Check #285257</td>
<td>03/16/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/28/2020</td>
<td>1,860.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENERATOR SERVICES FOR EOC</td>
<td>Vendor 132 - Yale Chase Equipment &amp; Services Totals</td>
<td>Invoices</td>
<td>1</td>
<td>$1,860.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 05/06/2020 07:12:10 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007551.002</td>
<td>REFUND: INDOOR FUTSAL U8 #16025</td>
<td>Paid by Check #285258</td>
<td></td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor ERICA FERNANDEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007706.002</td>
<td>Refund/Rtn Overpayment</td>
<td>Paid by Check #285259</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor LUPE HERNANDEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007708.002</td>
<td>REFUND: INDOOR FUTSAL U12 #16023</td>
<td>Paid by Check #285260</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor ERIKA JUAREZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007707.002</td>
<td>Refund/Rtn Overpayment</td>
<td>Paid by Check #285261</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor CLAUDIA LOPEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007733.002</td>
<td>REFUND: INDOOR FUTSAL U12 #16022</td>
<td>Paid by Check #285262</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>110.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor MICHAEL LOPEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor ANDREW MARTINEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007577.002</td>
<td>REFUND: INDOOR FUTSAL U10 #16024</td>
<td>Paid by Check #285264</td>
<td></td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor CLAUDIA PEDROZA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007734.002</td>
<td>REFUND: INDOOR FUTSAL U14 #16022</td>
<td>Paid by Check #285265</td>
<td></td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor SANDRA PENA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor ERIN PERALTA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007575.002</td>
<td>REFUND: INDOOR FUTSAL U10 #16024</td>
<td>Paid by Check #285267</td>
<td></td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------</td>
<td>-------------------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>2007576.002</td>
<td>REFUND: INDOOR FUTSAL U10 #16024</td>
<td>Paid by Check #285268</td>
<td>03/17/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
<td></td>
</tr>
<tr>
<td>2007705.002</td>
<td>REFUND: INDOOR FUTSAL U12 #16023</td>
<td>Paid by Check #285269</td>
<td>03/18/2020</td>
<td>04/29/2020</td>
<td>04/29/2020</td>
<td>04/22/2020</td>
<td>04/29/2020</td>
<td>55.00</td>
<td></td>
</tr>
</tbody>
</table>

Vendor  VERONICA SANCHEZ  Totals  
Invoices  1  
$55.00

Vendor  VERONICA SANCHEZ  Totals  
Invoices  1  
$55.00

Grand Totals  
Invoices  92  
$175,538.11
PAYROLL REGISTER P/P 04/11/20 - 04/24/20

Pay Date: 04/30/20

<table>
<thead>
<tr>
<th>VOID ACH CKS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>VOID CKS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>SPECIAL CKS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>CKS</td>
<td></td>
</tr>
<tr>
<td>101484 - 101487</td>
<td>2,248.11</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2,248.11</td>
</tr>
<tr>
<td>ACH</td>
<td></td>
</tr>
<tr>
<td>530162 - 530507</td>
<td>389,444.98</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>389,444.98</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>391,693.09</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td>043020</td>
<td>EMPLOYEE DEDUCTION FOR P/E 04/10/20 &amp; 04/24/20</td>
</tr>
<tr>
<td>Vendor 503 - American Heritage Life Insurance Co</td>
<td></td>
</tr>
<tr>
<td>043020</td>
<td>EMPLOYEE DEDUCTION FOR P/E 04/24/20</td>
</tr>
<tr>
<td>Vendor 1429 - BMG Money, Inc</td>
<td></td>
</tr>
<tr>
<td>13375334</td>
<td>PERS LONG-TERM CARE FOR P/E 04/24/20</td>
</tr>
<tr>
<td>Vendor 923 - CalPERS Long-Term Care Program</td>
<td></td>
</tr>
<tr>
<td>043020</td>
<td>EMPLOYEE DEDUCTION FOR P/E 04/24/20</td>
</tr>
<tr>
<td>Vendor 625 - Franchise Tax Board</td>
<td></td>
</tr>
<tr>
<td>043020</td>
<td>EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 04/24/20 457/401A</td>
</tr>
<tr>
<td>Vendor 1398 - Nationwide Retirement Solutions</td>
<td></td>
</tr>
<tr>
<td>043020</td>
<td>PEHP BENEFIT/DEDUCTION FOR P/E 04/24/20</td>
</tr>
<tr>
<td>Vendor 1489 - Nationwide RS</td>
<td></td>
</tr>
<tr>
<td>043020</td>
<td>EMPLOYEE DEDUCTION FOR P/E 04/24/20</td>
</tr>
<tr>
<td>Vendor 1511 - United Way Of Greater Los Angeles</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Totals**

- **Invoices**: 7
- **Amount**: $26,193.65
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: APPROVE A RESOLUTION ESTABLISHING THE CLASSIFICATION AND SALARY SCHEDULE FOR THE PART-TIME TRANSIT DRIVER AND TRANSIT DISPATCHER/DRIVER POSITIONS

Recommendation:

1. Approve a resolution establishing the classification and salary schedule for the part-time Transit Driver and Transit Dispatcher/Driver positions.

Fiscal Impact:

The proposed addition of a transit driver classification and transit dispatcher classification would allow us to establish an in-house Dial-A-Van (DAV) program consisting of four (4) part-time Transit Drivers, and one (1) part-time Transit Dispatcher/Driver positions. The fully burdened cost of part-time staff operating a transit program would be approximately $118,828 per fiscal year as shown in Enclosure 2.

All of the City’s managed public transportation services are funded through Proposition A funds, a half-cent sales tax collected by the Los Angeles County Metropolitan Transit Authority (MTA), to finance transit development programs. MTA is the designated Regional Transportation Planning Agency for Los Angeles County with authority to fund local transit services, including the City of Pico Rivera. These transit programs include Measure R, Proposition A, and Proposition C to fund (in whole or in part) street improvements, Dial-A-Van, and other transit related operations. No additional appropriations are necessary and there is no fiscal impact to the General Fund.

Background:

The City of Pico Rivera currently provides two (2) demand-responsive transportation services (DRTS) for seniors 55 years of age and older, and for disabled residents of any age. DAV provides free, curb-to-curb, transportation within the City and for medical appointments outside of the City within six miles of City Hall. Operating days and hours for the DAV service are Monday through Friday, 8:00 a.m. – 11:00 a.m. and 12:00 p.m. – 4:00 p.m. Reservations to utilize the service must be made seven (7) days in advance of travel. The City has contracted its DAV services with Southland Transit, Inc. since August 2012, and currently operates on a month-to-month contract.
Discussion:

In 2018, staff began the discussion regarding the need to evaluate its current Dial-A-Ride Program. A Comprehensive Operational Assessment (COA) evaluated a five-year trend from 2012 – 2017. The COA was conducted in 2018, and completed in 2019.

Furthermore, on May 28, 2019, City Council unanimously approved to authorize staff to implement an in-house DAV program based on the following findings in the COA:

- Ridership on the DAV service continues to fall, service costs have doubled.
- Due to the decline in ridership and no reduction in cost, the DAV cost per trip has more than doubled since 2016.
- Declining ridership and service miles on the DAV service has resulted in fewer service hours.

Additionally, the annual cost of contracting service has continued to rise, while ridership has declined.

The in-house program is expected to reduce costs, increase ridership, and improve customer service. The in-house DAV program will also adjust and extend its operating hours from 7:30 a.m. – 5:00 p.m., as well as, offer extended hours for special Senior Center and City events.
The Transit Driver will transport seniors to medical and non-medical appointments and to the Senior Center, lunch program, activities, and classes. The driver will also provide as-needed personal assistance for disabled, senior clients in preparation for transportation.

The Transit Dispatcher/Driver will dispatch and maintain client and ridership records. In addition, they will monitor driver routes utilizing the scheduling software in reassigning or redirecting routes as changes occur. They will also perform the essential duties of a Transit Driver as operationally needed; involving the transport of passengers in vans/buses, assisting passengers on and off the vehicle and pushing and pulling wheelchairs. The City has met its meet and confer obligations with the impacted labor group.

The recruitment and hiring process for Transit Drivers and Dispatcher/Driver is expected to begin in August 2020, with in-house services to begin in December 2020. In addition, the City will need to purchase transit vans that can be operated with a Class C Driver’s License. Upon Council approval of the purchase, vans will be received in approximately seven (7) months.

Conclusion:

Staff recommends that City Council approve the resolution establishing the part-time Transit Driver and Transit Dispatcher/Driver classifications and salary schedules.

Steve Carmona

SC:SP:ng

Enclosures: 1) Resolution
                  2) Part Time Staff Salary and Benefits
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING HEREWITH THE CLASSIFICATIONS AND SALARY SCHEDULE FOR THE TEMPORARY / PART-TIME TRANSIT DRIVER AND TRANSIT DISPATCHER / DRIVER POSITIONS

WHEREAS, the City Council of the City of Pico Rivera wishes to adopt temporary/part-time classifications for Transit Driver and a Transit Dispatcher/Driver positions in response to the City’s new in-house Dial-A-Van program; and

WHEREAS, the City Council of the City of Pico Rivera also wishes to adopt a salary schedule for the classifications of the new temporary/part-time Transit Driver and Transit Dispatcher/Driver positions; and

WHEREAS, the temporary/part-time Transit Driver and Transit Dispatcher/Driver positions will be represented by the Service Employees International Union – Local 721 – Part-Time Unit (SEIU 721) in accordance with the 2017-2020 Memorandum of Understanding between the City of Pico Rivera and the SEIU 721.

WHEREAS, the City has satisfied the meet and confer obligation with Service Employees International Union – Local 721 – Part-Time Unit (SEIU 721).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1: The classification of temporary/part-time Transit Driver is adopted, as follows:

TRANSIT DRIVER (TEMPORARY/PART-TIME)
JOB DESCRIPTION

DEFINITION

Drives and transports residents in vans and/or cars in the City or within a 6 (six)-mile radius; refuel and perform routine preventative maintenance for vehicles; reports mechanical defects; submits daily reports and other reports as required; assists with route preparation and scheduling as assigned; and provides personal assistance to disable, senior clients to prepare them for transportation, as needed. Performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

This position will work under the general supervision of the Transit Analyst.

EXAMPLES OF DUTIES

Drive and transport residents in vans and/or cars in the City.

Refuel and perform routine preventative maintenance for vehicles.
Transport seniors to medical and non-medical appointments and to the Senior Center, lunch program, activities and classes by city automobile or van.

Provide personal assistance to disable, senior clients to prepare them for transportation, as needed.

Assist frail or handicapped clients with boarding and exiting the vehicle.

Must have sufficient strength and dexterity to provide physical assistance to clients and a willingness to work with frail elderly.

Report mechanical defects; submit daily reports and other reports as required.

Assist with route preparation and scheduling as assigned.

Deliver demand responsive transportation services to ensure timely, efficient and safe customer service.

Drive various routes using guidance and direction from Transportation Analyst, Dispatcher, Senior Center Supervisor and staff.

Investigate complaints, accidents and personal injuries and completes necessary reports.

Provide safe and efficient services needed to facilitate orderly movement of passengers.

Perform other related duties as required.

QUALIFICATIONS

Knowledge of: Methods and techniques of safe driving, traffic regulations and customer service.

Ability to:

Operate all types of Dial-A-Van program vehicles; work cooperatively with the public in an effective and courteous manner, especially with seniors.

Use good judgment in the application of laws, policies, and rules in situations while operating a City vehicle.

Adhere to route and timetables; wash, wax, clean, fuel, and perform safety inspection of vehicles.

Establish and maintain effective public relations.

Drive vans and cars, with automatic transmission.
Push, pull and properly secure wheelchair passengers, and operate wheelchair lift.

Operate a two-way radio.

Drive in a safe and efficient manner.

Read and follow street maps; utilize routing software to plan and adhere to route schedules.

Exercise good judgment and take effective action in responding to emergency situations.

Safely lift and move heavy objects.

Maintain accurate records and logs.

Communicate effectively with clients, volunteers and staff

Willingness and patience to work with seniors and the disabled.

Establish and maintain effective working relationships with those contacted in the course of work

Communicate effectively both orally and in writing with clients, volunteers and staff;

Ability to follow and carry out oral and written instructions

Deliver quality customer service.

Experience:

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Example Combination include:

A typical way to obtain the knowledge, skills, and abilities would be: Graduation from high school or equivalent, and one year of experience in driving a school bus, tour bus, and/or in transporting passengers.

Education:

A high school diploma or G.E.D. certificate is required.

License Requirement and Desired Skill:

Valid Class “C” California Driver’s License

CPR and First Aid Certificate
Ability to read, write and speak Spanish, is desirable

**Physical Requirements:** Walking, stopping, bending, lifting, carrying, and pushing moderately or heavy objects weighing up to 100 pounds; and exposure to driving during adverse weather and traffic conditions.

**Environment Conditions:** Exposure to traffic noise, gas fumes while fueling, vibration of the steering wheel and to extremes in temperature depending on the weather.

**California Department of Motor Vehicles (DMV) Pull Notice System:** An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice Program provides information on the incumbent’s driving record and Driver’s License status on a periodic basis to the City of Pico Rivera. An employee assigned Regulations covering the use of City vehicles.

**SECTION 2:** The classification of temporary/part-time Transit Dispatcher/Driver is adopted, as follows:

**TRANSIT DISPATCHER/DRIVER (TEMPORARY/PART-TIME)**

**JOB DESCRIPTION**

**DEFINITION**

Dispatch, maintain client and ridership records, resolve work related problems independently and refer to supervisory personnel on those matters involving policy interpretation or decision making, technical issues, and customer complaints or public relations problems. Assist in client and personnel scheduling. Performing duties of a Transit Driver. Performs other related duties as required.

**SUPERVISION RECEIVED AND EXERCISED**

This position will work under the general supervision of the Transit Analyst.

**EXAMPLES OF DUTIES**

Take telephone phone calls.

Use of scheduling software to perform client reservation and scheduling in an efficient, accurate, and courteous manner.

Monitor and attend to Drivers throughout the day via a two-way base radio system.

Accurately dispatch appropriate units in the field.

Coordinate dispatching changes in Driver daily routes.

Enter and update client information in scheduling software and mails identification cards to
new clients.

Perform the essential duties of a Transit Driver as operational needs require involving the transport of passengers in vans/buses, assisting passengers on and off the vehicle and, pushing and pulling wheelchairs.

Perform other related duties assigned.

QUALIFICATIONS

Knowledge of: Use of modern office equipment including a desktop computer and keyboard; safe work practices, scheduling software in a Paratransit system. Methods and techniques of safe driving, traffic regulations and customer service.

Ability to:

Monitor Driver routes utilizing the scheduling software and good judgment in reassigning or redirecting routes as changes occur.

Understand and carry out verbal and written directions.

Respond to service requests.

Effectively operate a personal computer utilizing Internet Explorer to conduct research. Work with Microsoft applications such as Microsoft Word, Excel and Outlook with basic proficiency.

Prepare and maintain accurate written reports and records.

Work efficiently and in a responsible manner at all times.

Safely operate a passenger bus.

Pull, push and tie down wheelchairs and operate wheelchair lifts and similar devices observing safety procedures and precautions.

Assist passengers on and off the vehicle following correct procedures.

Correctly read and interpret maps.

Operate a two-way radio.

Accurately complete daily log sheet data.

Demonstrate and perform appropriate customer service skills on a consistent basis.

Experience:
Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Example Combination include:

A typical way to obtain the knowledge, skills, and abilities would be: Graduation from high school or equivalent, and one year of experience in driving a school bus, tour bus, and/or in transporting passengers.

**Education:**

A high school diploma or G.E.D. certificate is required.

**License Requirement and Desired Skill:**

Valid Class “C” California Driver’s License
CPR and First Aid Certificate
Ability to read, write and speak Spanish, is desirable

**Physical Requirements:** Walking, stopping, bending, lifting, carrying, and pushing moderately or heavy objects weighing up to 100 pounds; and exposure to driving during adverse weather and traffic conditions.

**Environment Conditions:** Exposure to traffic noise, gas fumes while fueling, vibration of the steering wheel and to extremes in temperature depending on the weather.

**California Department of Motor Vehicles (DMV) Pull Notice System:** An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice Program provides information on the incumbent’s driving record and Driver’s License status on a periodic basis to the City of Pico Rivera. An employee assigned Regulations covering the use of City vehicles.

**SECTION 3:** The part-time classifications for represented part-time employees is hereby amended as set forth in Exhibit A for Fiscal Year 2019-20 to reflect the addition of the Transit Driver and Transit Dispatcher/Driver classifications.

**SECTION 4:** The salary schedule for represented part-time employees is hereby amended as set forth in Exhibit B for Fiscal Year 2019-20 to reflect the addition of the Transit Driver and Transit Dispatcher/Driver series (additions are shown in double underline).

**SECTION 4:** The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

APPROVED AND PASSED this 12th day of May, 2020.
RESOLUTION NO. ______
Page 7 of 9

_______________________________
Gustavo V. Camacho, Mayor

ATTEST:

_______________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_______________________________
Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:
**EXHIBIT A**

**APPENDIX A**

<table>
<thead>
<tr>
<th>Part-Time Classifications</th>
<th>Covered by the Provisions of this MOU</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Lifeguard</td>
<td></td>
</tr>
<tr>
<td>* Lifeguard/Instructor</td>
<td></td>
</tr>
<tr>
<td>* Pool Attendant</td>
<td></td>
</tr>
<tr>
<td>* Pool Cashier</td>
<td></td>
</tr>
<tr>
<td>* Pool Manager</td>
<td></td>
</tr>
<tr>
<td>* Recreation Leader I</td>
<td></td>
</tr>
<tr>
<td>* Recreation Leader II</td>
<td></td>
</tr>
<tr>
<td>* Recreation Leader III</td>
<td></td>
</tr>
<tr>
<td>* Recreation Leader IV</td>
<td></td>
</tr>
<tr>
<td>* Senior Lifeguard/Instructor</td>
<td></td>
</tr>
<tr>
<td>* Specialist</td>
<td></td>
</tr>
<tr>
<td>* Sports Official</td>
<td></td>
</tr>
<tr>
<td>*Transit Dispatcher/Driver</td>
<td></td>
</tr>
</tbody>
</table>

*Transit Driver
Crossing Guard
Maintenance Aide
Office Clerk
Senior Office Clerk
Specialist

*These positions are impacted by Article 9, Holidays; Article 21, Uniforms; Article 25, Performance Review. Positions without an *** do not have the provisions of Articles 9, 21, 25 as applicable.*
## EXHIBIT B

### APPENDIX B

Salary Schedules Effective July 1, 2017 – June 30, 2020

Classifications Listed in Appendix A

<table>
<thead>
<tr>
<th>Hourly Positions</th>
<th>JULY 1, 2019</th>
<th>JANUARY 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification</td>
<td>Min.</td>
<td>Max.</td>
</tr>
<tr>
<td>Lifeguard/Instructor</td>
<td>$14.96</td>
<td>$17.91</td>
</tr>
<tr>
<td>Pool Attendant</td>
<td>$12.84</td>
<td>$12.84</td>
</tr>
<tr>
<td>Pool Cashier</td>
<td>$12.84</td>
<td>$14.07</td>
</tr>
<tr>
<td>Pool Manager</td>
<td>$18.18</td>
<td>$23.21</td>
</tr>
<tr>
<td>Recreation Aide</td>
<td>$12.84</td>
<td>$14.07</td>
</tr>
<tr>
<td>Recreation Leader I</td>
<td>$12.84</td>
<td>$13.19</td>
</tr>
<tr>
<td>Recreation Leader II</td>
<td>$12.84</td>
<td>$14.39</td>
</tr>
<tr>
<td>Recreation Leader III</td>
<td>$13.70</td>
<td>$17.75</td>
</tr>
<tr>
<td>Recreation Leader IV</td>
<td>$18.18</td>
<td>$23.21</td>
</tr>
<tr>
<td>Senior Lifeguard/Instructor</td>
<td>$16.58</td>
<td>$19.68</td>
</tr>
<tr>
<td>Specialist</td>
<td>$12.84</td>
<td>No Max</td>
</tr>
<tr>
<td>Sports Official</td>
<td>$12.84</td>
<td>$22.88</td>
</tr>
<tr>
<td>Transit Dispatcher</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Transit Driver</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Crossing Guard</td>
<td>$14.16</td>
<td>$18.28</td>
</tr>
<tr>
<td>Maintenance Aide</td>
<td>$14.16</td>
<td>$21.28</td>
</tr>
<tr>
<td>Office Clerk</td>
<td>$14.16</td>
<td>$18.04</td>
</tr>
<tr>
<td>Recreation Aide</td>
<td>$14.16</td>
<td>$15.90</td>
</tr>
<tr>
<td>Recreation Leader I</td>
<td>$14.16</td>
<td>$16.39</td>
</tr>
<tr>
<td>Senior Office Clerk</td>
<td>$13.88</td>
<td>$18.48</td>
</tr>
<tr>
<td>Specialist</td>
<td>$14.16</td>
<td>$30.99</td>
</tr>
</tbody>
</table>

*MOU provides a one-time $500/off salary schedule stipend upon approval by the City Council and member ratification.

SEIU LOCAL 721 PART-TIME EMPLOYEES MOU
JULY 1, 2017 – JUNE 30, 2020
<table>
<thead>
<tr>
<th></th>
<th>TRANSIT DRIVER</th>
<th>TRANSIT DRIVER/ DISPATCHER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Positions</td>
<td>4</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Per Hour Salary</td>
<td>$14.00</td>
<td>$17.00</td>
<td></td>
</tr>
<tr>
<td>Hours Per Week</td>
<td>28</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Weeks Per Year</td>
<td>52</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>Total Salary</td>
<td>$81,536.00</td>
<td>$24,752.00</td>
<td>$106,288.00</td>
</tr>
<tr>
<td>*Estimated Benefits Per Year</td>
<td>$10,032.00</td>
<td>$2,508.00</td>
<td>$12,540.00</td>
</tr>
<tr>
<td>Total Salary &amp; Benefits</td>
<td>$91,568.00</td>
<td>$27,260.00</td>
<td>$118,828.00</td>
</tr>
</tbody>
</table>

*Includes estimated workers compensation, medicare, healthcare, and PT retirement.
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: SUBSTANTIAL AMENDMENT NO. 1 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2019-20 ANNUAL ACTION PLAN

Recommendation:

1. Approve a resolution for a substantial amendment for the fiscal year (FY) 2019-20 Annual Action Plan reprogramming FY 2019-20 CDBG funds in the amount of $49,520 and authorizing an appropriation of $366,586 in Coronavirus Aid, Relief and Economic Security (CARES) Act CDBG-CV funds; and

2. Authorize the City Manager or the Community and Economic Development Director to enter into agreements with eligible sub-recipients.

Fiscal Impact:

There is no impact to the General Fund as a result of this substantial amendment. Staff is requesting that the City Council authorize $366,586 in CDBG-CV funds and re-allocate existing funding to the FY 2019-20 Annual Action Plan budget.

Background:

The City of Pico Rivera, as an entitlement City, receives Community Development Block Grant (CDBG) funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities, which benefit low-income residents. As a condition of the receipt of federal grants by HUD, the regulations require the annual submittal of an Action Plan outlining proposed activities and projects.

Recently, HUD enabled additional CDBG economic support known as the Coronavirus Aid Relief and Economic Security (CARES) Act. The objectives of the CDBG program is to enable activities that may be in response to the economic effects of the Coronavirus Disease 2019 (COVID-19) pandemic, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts.
These special funds are to be used to prevent, prepare for, and respond to COVID-19. This first allocation was based on HUD’s FY 2019-20 CDBG, ESG and HOPWA formula allocations. The CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, HUD is immediately allocating $2 billion based on the FY 2019-20 CDBG formula. The remaining $3 billion shall be allocated based on needs using best available data, in the following areas:

- $1 billion shall be allocated to states and insular areas within 45 days of enactment of the CARES Act;
- $2 billion shall be distributed to states and local governments;
- Up to $10 billion will be set aside for technical assistance; and,
- Given the immediate needs faced by our communities, HUD has announced the first allocation of funds. The City of Pico Rivera is receiving $366,586 in CDBG-CV funds.

Substantial Amendment
In order for these special funds to be used expeditiously, cities are required to amend their 2019 Consolidated Plan/Annual Action Plans. In accordance with the City’s Citizen Participation Plan, when a substantial change (i.e., adding an activity, canceling an activity or redirecting funds) is proposed to an adopted city Annual Action Plan, HUD requires that the public be notified, and a public hearing be held to allow the public an opportunity to comment on the proposed substantial changes. The CARES Act adds additional flexibility. The public comment period is reduced from 30 days to not less than five (5) days. Grantees may use virtual public hearings when necessary for public health reasons, and the public services cap of 15% was suspended during the emergency. City staff published a public notice on April 28, 2020, announcing the proposed amendments to the FY 2019-20 Annual Action Plan in the Whittier Daily News.

As of the writing of this report, no comments have been received. Any comments received after the publication of this report will be delivered to the City Council and made available to the City Council and the public at the Public Hearing on May 12, 2020.

Adopted Budget and Proposed Amendments
The City Council will conduct a public hearing to consider the modification in activity funding levels for the CDBG program. Since the publication of the notice, additional considerations have been given to programs based on emerging community needs and HUD input. As stated in the notice, programs may be added, increased, reduced, or eliminated by the City Council.

Administration
These funds will be utilized for administration of program activities. One hundred eighteen thousand, one hundred and eighteen dollars ($118,118) of FY 2019 CDBG and $73,317 of CDBG-CV funds have been allocated.
These funds will cover staff salaries and consultant costs that are administering the programs. HUD allows up to 20% of its CDBG and CDBG-CV funds to be allocated for administration.

**Consolidated Plan**
The previous allocation of funds for the preparation of the five-year Consolidated Plan will now be part of the 20% set aside for administration. A portion of these funds will be reallocated to the Senior Lunch Program.

Southern California Housing Rights Center is an existing sub-recipient that was awarded $10,500 in FY 2019-20. At this time, staff is not recommending allocating additional funds to this sub-recipient.

**Commercial Façade**
The City is proposing to reprogram $25,520 of FY 2019 CDBG funds and to allocate them towards the City’s Senior Lunch Program to increase their capacity in assisting residents.

**Code Enforcement** is a program operated by the City. It was allocated $100,000 in FY 2019-20. Currently, staff does not recommend allocating additional funds to this program.

**Pio Pico Park** received an allocation of $586,237 in FY 2019-20. This project has been completed.

**ADA Park Improvements** received $21,393 in FY 2019-20. Currently, staff does not recommend allocating additional funds to this program.

**Senior Center ADA and Safety Improvements** received $302,913 in FY 2019-20. Currently, staff does not recommend allocating additional funds to this program.

**Women’s & Children’s Crisis Center** is an existing sub-recipient that was awarded $9,000 in FY 2019-20. Currently, staff does not recommend allocating additional funds to this program.

**Handyworker Grant Program** is a program operated by Habitat for Humanity. It received an allocation of $120,000 in FY 2019-20. Currently, staff does not recommend allocating additional funds to this program.

**Southeast Area Social Services Funding Authority (SASSFA)** is an existing sub-recipient that was awarded $44,000 in FY 2019-20. SASSFA provides congregate meals at the Senior Center and home delivered meals. Congregate meals at the Senior Center facility has ceased due to COVID-19; however, SASSFA is now delivering those congregate meals and continue to make their regular delivery of meals. A total of 263 seniors are assisted per week. This number varies depending on need and SASSFA capacity. In addition to the meals, SASSFA provides home chore/personal care and
respite services. Currently, staff does not recommend allocating additional funds to this program.

**Senior Lunch Program**
The City recommends allocating $43,000 in FY 2019-20 CDBG funds to its Senior Lunch Program. Due to the COVID-19 pandemic, demand for senior meals increased. Unfortunately, SASSFA notified the City that it would not be able to provide additional meals. To supplement the need, the Parks and Recreation Department contracted with School Nutrition Plus, Inc. to provide meals that meet or exceed the adult meal requirements from the California Department of Aging. City staff will be utilized to deliver the meals to 200 seniors. A total of 5 meals will be provided to each senior weekly, with staff delivery one time per week.

**AltaMed Evaluation and Testing Site**
On March 25, 2020, AltaMed Medical Group began a testing and evaluation site at their existing location at 6336 Passons Boulevard. As of April 29, 2020, AltaMed has evaluated 1,699 people at the site. Those requesting to be evaluated must call to schedule an appointment. At the site, patients will be evaluated in their car and depending on the initial assessment, patients will be tested. According to AltaMed officials, approximately $125,000 is spent per week for the Passons Boulevard location for staffing and other supplies. The City is recommending allocating $50,000 in CARES Act CDBG-CV funding for the program. AltaMed has also reported receiving other funding for their other locations from the cities of Santa Ana, Commerce, West Covina, Vernon and South Gate.

**Internet Hotspots**
City staff is partnering with the El Rancho School District (ERUSD) to purchase 200 hotspot devices for low-income students to provide internet services at home. Staff is working through ERUSD to obtain the quotes as they are able to obtain better rates as a school district. Currently, staff is looking to provide 200 hotspot devices for one full year.

<table>
<thead>
<tr>
<th>PROJECTS/ACTIVITIES FUNDED BY CDBG</th>
<th>FY 2019-20 APPROVED BUDGET</th>
<th>PROPOSED CHANGE</th>
<th>PROPOSED FY 2019-20 AMENDMENT NO. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019-20 CDBG Activities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$ 111,598</td>
<td>$ 6,520</td>
<td>$ 118,118</td>
</tr>
<tr>
<td>Consolidated Plan</td>
<td>$ 24,000</td>
<td>(24,000)</td>
<td>$ -</td>
</tr>
<tr>
<td>Southern California Housing Rights Center</td>
<td>$ 10,500</td>
<td>-</td>
<td>$ 10,500</td>
</tr>
<tr>
<td>Commercial Façade</td>
<td>$ 155,000</td>
<td>(25,520)</td>
<td>$ 129,480</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>$ 100,000</td>
<td>-</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Pio Pico Park</td>
<td>$ 586,237</td>
<td>-</td>
<td>$ 586,237</td>
</tr>
<tr>
<td>ADA Park Improvements</td>
<td>$ 21,393</td>
<td>-</td>
<td>$ 21,393</td>
</tr>
</tbody>
</table>
Senior Center ADA and Safety Improvements | $302,913 | $0 | $302,913
Southeast Area Social Services Funding Authority (SASSFA) | $44,000 | $0 | $44,000
Women’s & Children’s Crisis Center | $9,000 | $0 | $9,000
Handyworker Grant Program | $120,000 | $0 | $120,000
Senior Lunch Program | $0 | $43,000 | $43,000
Total Budget | $1,484,641 | $1,484,641

PROJECTS/ACTIVITIES FUNDED BY CARES ACT
CDBG-CV

<table>
<thead>
<tr>
<th>CDBG–CARES (CV) Allocation</th>
<th>PROPOSED CDBG-CV BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration (20%)</td>
<td>$73,317</td>
</tr>
<tr>
<td>AltaMed – COVID 19 Testing Center</td>
<td>$50,000</td>
</tr>
<tr>
<td>ERUSD/Internet hotspots</td>
<td>$60,000</td>
</tr>
<tr>
<td>Unallocated CDBG-CV</td>
<td>$183,269</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$366,586</td>
</tr>
</tbody>
</table>

Upon approval of the allocation of funds, staff will work with HUD to execute the necessary agreements to program the funding.

Conclusion:

It is recommended that the City Council approve a resolution for a substantial amendment for the FY 2019-20 Annual Action Plan, authorize an appropriation in the amount of $366,586 in CDBG-CV, authorize the use of funds for this budget amendment, direct staff to submit the amendment to the U.S. Department of Housing and Urban Development and authorize the City Manager to enter into agreements with eligible sub-recipients.

Steve Carmona

SC:MG:JG:aml:smc

Enclosures: 1. Resolution  
2. Public Notice
RESOLUTION NO.________


WHEREAS, HUD requires all jurisdictions that receive federal entitlement funds to prepare an Annual Action Plan that identifies the projects to be funded with Community Development Block Grant (CDBG);

WHEREAS, the City of Pico Rivera (the “City”) prepared and approved a Five-Year Consolidated Plan for the City covering the period July 1, 2015 to June 30, 2020;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of the U.S. Department of Housing and Urban Development that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, on June 11, 2019, the City Council approved the 2019-2020 Annual Action Plan for expenditure of the entitlement grants from HUD, including the CDBG program. The approved Annual Action Plan was subsequently submitted to HUD in May 2019 and approved on July 15, 2019;

WHEREAS, HUD enabled additional CDBG economic support known as the Coronavirus Aid Relief and Economic Security (“CARES”) Act, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts;

WHEREAS, The City of Pico Rivera is receiving $366,586 in Community Development Block Grant (“CDBG-CV”) funds;

WHEREAS, the City Council has determined that the 2019-20 Annual Action Plan needs to be amended in accordance with HUD regulations through a Substantial Amendment, to indicate the increase or decrease greater than $100,000 or 25% difference in the amount allocated to a category of funding, and to reflect the changing needs of the community;

WHEREAS, the CARES Act adds additional flexibility to reduce the required public comment period from 30 days to not less than five (5) days. Grantees may use virtual public hearings when necessary for public health reasons and the public services cap is suspended during the emergency;
WHEREAS, City staff published a public notice announcing the proposed amendments to the Fiscal Year 2019-20 CDBG allocations in the April 28, 2020, edition of the Whittier Daily News. The five (5) day public review and comment period will end on May 12, 2020; and

WHEREAS, the approved budget and proposed changes to the 2019-20 Annual Action Plan for the CDBG Program proposes to: (1) Reallocate $49,520 in CDBG FY 2019 funds; and (2) Allocate $366,586 in CDBG-CV funds to the FY 2019-20 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council of the City of Pico Rivera does hereby adopt Substantial Amendment No. 1 to the 2019-20 Annual Action Plan.

SECTION 3. The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved Annual Action Plan.

SECTION 4. The City Manager is hereby directed to file a copy of said Substantial Amendment to HUD.

SECTION 5. The City Manager or the Community and Economic Development Director is hereby authorized to enter into agreements with eligible sub-recipients.

SECTION 6. That the City Clerk shall certify to the passage and approval of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 12th day of May, 2020.

___________________________
Gustavo V. Camacho, Mayor

ATTEST:  
APPROVED AS TO FORM:

___________________________  ____________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney

AYES:  
NOES:  
ABSTAIN:  
ABSENT:
PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation for the City of Whittier, by the Superior Court of the County of Los Angeles, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/28/2020

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co, California
On this 28th day of April, 2020.

[Signature]

Legal No. 0011381148

Enclosure 2
CITY OF PICO RIVERA NOTICE OF PUBLIC COMMENT PERIOD
AND OF A PUBLIC HEARING REGARDING
A PROPOSED SUBSTANTIAL AMENDMENT TO THE
2019-2020 ANNUAL ACTION PLAN FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Hearing Date: Tuesday, May 12, 2023
Time: 4:00 p.m. or as soon thereafter as the matter may be heard
Place: Members of the public wishing to observe the meeting may do so in
one of the following ways:

1. Turn your TV to Channel 3
3. Email public comments to publiccomments@pico-riversa.org

Description: Consider a substantial amendment to the 2019-2020 Annual Action Plan. The
2019-2020 Annual Action Plan, which sets forth specific activities and expenditures using
funds received through the Community Development Block Grant (CDBG) programs
administered by the United States Department of Housing and Urban Development (HUD),
was adopted by the City Council on June 11, 2019.

When a substantial change (i.e., adding an activity, canceling an activity or redirecting
funds) is proposed to the City Action Plan, the City requires that the public be notified and a
Public Hearing be held to allow the public an opportunity to comment on the proposed
substantial changes.

Proposed Amendment to the FY 19 Action Plan: CDBG Program:
The City is proposing to re-program unspent and/or uncommitted funding from this fiscal
year to other projects. In addition, the City is proposing to program funds under the CDBG-
CARES (CV) Program. The City Council will conduct a public hearing to consider the
modification in activity funding levels for programs. The following projects may be
added, increased, reduced, or eliminated:

<table>
<thead>
<tr>
<th>PROJECTS/ACTIVITIES FUNDED BY CDBG</th>
<th>FY 19/20 APPROVED BUDGET</th>
<th>PROPOSED CHANGE</th>
<th>PROPOSED FY 19/20 AMENDMENT NO. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019-2020 CDBG Activities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$111,598</td>
<td>$6,520</td>
<td>$118,118</td>
</tr>
<tr>
<td>Consolidated Plan</td>
<td>$24,000</td>
<td>($24,000)</td>
<td>$-</td>
</tr>
<tr>
<td>Southern California Housing Rights</td>
<td>$10,500</td>
<td>$-</td>
<td>$10,500</td>
</tr>
<tr>
<td>Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Facade</td>
<td>$155,000</td>
<td>($42,000)</td>
<td>$113,000</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>$100,000</td>
<td>$-</td>
<td>$100,000</td>
</tr>
<tr>
<td>Pico Pico Park</td>
<td>$500,237</td>
<td>$-</td>
<td>$500,237</td>
</tr>
<tr>
<td>ADA Park Improvements</td>
<td>$21,393</td>
<td>$-</td>
<td>$21,393</td>
</tr>
<tr>
<td>Senior Center/ADA and Safety</td>
<td>$302,913</td>
<td>$-</td>
<td>$302,913</td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southeast Area Social Services</td>
<td>$44,000</td>
<td>$-</td>
<td>$44,000</td>
</tr>
<tr>
<td>Funding Authority (SASSPA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Women’s &amp; Children’s Crisis Center</td>
<td>$9,000</td>
<td>$-</td>
<td>$9,000</td>
</tr>
<tr>
<td>Handyworker Grant Program</td>
<td>$120,000</td>
<td>$-</td>
<td>$120,000</td>
</tr>
<tr>
<td>Senior Lunch Program</td>
<td>$-</td>
<td>$42,000</td>
<td>$42,000</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$1,484,841</td>
<td>$-</td>
<td>$1,467,161</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECTS/ACTIVITIES FUNDED BY CDBG-CV</th>
<th>PROPOSED CDBG-CV BUDGET</th>
<th>PROPOSED CDBG-CV AMENDMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG-CARES (CV) Allocation</td>
<td>$73,317</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$73,317</td>
<td></td>
</tr>
<tr>
<td>Altamed – COVID 19 Testing Center</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Unallocated CDBG-CV</td>
<td>$243,239</td>
<td></td>
</tr>
<tr>
<td>Total Budget</td>
<td>$366,556</td>
<td></td>
</tr>
</tbody>
</table>

Availability of Document for Public Comment: The City of Pico Rivera encourages
citizen participation in the planning process. A Public Hearing regarding this proposed
Substantial Amendment to the 2019-20 One Year Action Plan will be held on Tuesday, May
12, 2023, 4:00 p.m. via Channel 3 and City’s website as noted above.

A copy of the Plan is on file and available for public review at the City’s webpage listed
below.

- publiccomments@pico-riversa.org

Members of the public wishing to make public comments may do so via email to the City
Clerk at the email listed below.

For more information, call Julia Gonzalez, Deputy Director of Community & Economic
Development Department at (562) 801-4447 or via email at julia Gonzalez@pico-riversa.org.

PERSONS INTERRESTED IN THIS MATTER are invited to provide comments prior to
the hearing as shown above. If you challenge the above referenced materials in
court, you may be limited to raising only those issues you or someone else raised at the
public hearing described in this notice, or in written correspondence delivered to the City of
Pico Rivera City Clerk at, or prior to, the public hearing.
In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Annic Jerome at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

Published: April 28, 2020          Whittier Daily News          Ad#11361115
To: Mayor and City Council
From: City Manager
Meeting Date: May 12, 2020
Subject: BUS LANDING IMPROVEMENTS AT ROSEMEAD BOULEVARD AND COFFMAN/PICO ROAD (CIP NO. 50000) – NOTICE OF COMPLETION

Recommendation:

1. Accept the work completed for the Bus Landing Improvements at Rosemead Boulevard and Coffman/Pico Road (CIP No. 50000), constructed by FS Contractors, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and

2. Authorize the City Manager to release the retention payment and all other monies due to FS Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

Fiscal Impact:

Funding for this project totaling $67,580 for design and construction (Prop A funds, Account No. 205.70.7300-54500-50000) was approved at construction award. The project was completed for a total cost of $66,806. There is no fiscal impact to the General Fund.

Discussion:

On November 12, 2019, City Council awarded a construction contract to FS Contractors, Inc. in the amount of $47,800 for the Bus Landing Improvements at Rosemead Boulevard and Coffman and Pico Road. This particular bus stop location was in need of a concrete pad and landing to provide pedestrians with a safe waiting area and accessibility to the bus stop. The improvements included construction of a new ramp with handrails that meets the American with Disabilities Act (ADA) and a concrete landing bus stop area.

Construction was completed on February 27, 2020 per the plans and specifications. The final construction contract amount with FS Contractors, Inc. is $47,300.
Conclusion:

The final total cost of the project, including design, construction management, and inspection is $66,806. Staff recommends filing of the Notice of Completion with the Los Angeles County Registrar-Recorder and releasing the retention payment to FS Contractors, Inc., following the statutory waiting period from the date the Notice of Completion is recorded, in order to close out the project.

Steve Carmona

SC:MH:KG:lg
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: AWARD CONTRACT FOR THE PURCHASE OF THREE (3) GAS CUT-AWAY CHASSIS GLAVAL FORD TRANSIT 350 VANS

Recommendation:

1. Award a Professional Services Agreement to Creative Bus Sales for the purchase of three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans in an amount not-to-exceed $262,872.

Fiscal Impact:

Purchase of the three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans will be funded fully with the City of Pico Rivera’s Proposition A Funds. Payment for vehicles will not be required until delivery in Fiscal Year 2020-2021. Vans come equipped with all Standard CalAct Specifications, plus additions such as two-way radio, camera system, etcetera (Enclosure 1).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bus Price</td>
<td>$64,965.72</td>
</tr>
<tr>
<td>Additions</td>
<td>$14,484.50</td>
</tr>
<tr>
<td>Ford Mobility Discount</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Doc Fee</td>
<td>$85.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$80,535.22</td>
</tr>
<tr>
<td>Non Taxable ADA Equipment</td>
<td>$13,819.50</td>
</tr>
<tr>
<td>Sales Tax (10.25%)</td>
<td>$6,838.36</td>
</tr>
<tr>
<td>CalACT Fee</td>
<td>$1,208.03</td>
</tr>
<tr>
<td>DMV Filing Fee</td>
<td>$30.00</td>
</tr>
<tr>
<td>DMV Registration Fee (IF EXEMPT)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tire Fee</td>
<td>$12.25</td>
</tr>
<tr>
<td>Ford Mobility Discount</td>
<td>-$1,000.00</td>
</tr>
<tr>
<td>Total Cost Per Vehicle</td>
<td>$87,623.86</td>
</tr>
<tr>
<td>Total Cost for 3-Vehicles</td>
<td>$262,871.58</td>
</tr>
</tbody>
</table>
All of the City’s managed public transportation services are funded through Proposition A funds, a half-cent sales tax collected by the Los Angeles County Metropolitan Transit Authority (MTA), to finance transit development programs. MTA is the designated Regional Transportation Planning Agency for Los Angeles County with authority to fund local transit services, including the City of Pico Rivera. These transit programs include Measure R, Proposition A, and Proposition C to fund (in whole or in part) street improvements, paratransit programs, and other transit related operations. No additional appropriations are necessary and there is no impact to the General Fund.

Background:

The City of Pico Rivera currently provides two (2) demand-responsive transportation services (DRTS) for seniors 55 years of age and older, and for disabled residents of any age, Dial-A-Cab and Dial-A-Van (DAV). DAV provides free, curb-to-curb, transportation within the City and for medical appointments outside of the City within six (6) miles of City Hall. The current operating days and hours for the DAV service are Monday through Friday, 8:00 a.m. – 11:00 a.m. and 12:00 p.m. – 4:00 p.m. Reservations to utilize the service must be made seven (7) days in advance of travel. The City has contracted its DAV services with Southland Transit Inc. since August 2012, who currently operates on a month-to-month contract.

In 2018, staff began the discussion regarding the need to evaluate its current Dial-A-Ride Program. A Comprehensive Operational Assessment (COA) was conducted and completed in 2019 which determined the amount of ridership has remained flat throughout the year as costs increased based on a five- year trend from 2012-2017. Costs per passenger has also doubled from $17.45 to $38.15 over the past five (5) years, as well as, cost per revenue hour significantly increased.

<table>
<thead>
<tr>
<th>Performance Indicators</th>
<th>FY 2012/13</th>
<th>FY 2013/14</th>
<th>FY 2014/15</th>
<th>FY 2015/16</th>
<th>FY 2016/17</th>
<th>5-Year Trend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passengers per Hour</td>
<td>2.67</td>
<td>2.47</td>
<td>2.42</td>
<td>2.49</td>
<td>3.13</td>
<td></td>
</tr>
<tr>
<td>Passengers per Revenue Mile</td>
<td>0.28</td>
<td>0.28</td>
<td>0.31</td>
<td>0.30</td>
<td>0.32</td>
<td></td>
</tr>
<tr>
<td>Cost per Passenger</td>
<td>$17.45</td>
<td>$19.21</td>
<td>$20.52</td>
<td>$25.48</td>
<td>$38.15</td>
<td></td>
</tr>
<tr>
<td>Cost per Revenue Hour</td>
<td>$46.59</td>
<td>$47.44</td>
<td>$49.59</td>
<td>$63.51</td>
<td>$119.52</td>
<td></td>
</tr>
<tr>
<td>Cost per Revenue Mile</td>
<td>$4.89</td>
<td>$5.30</td>
<td>$6.28</td>
<td>$7.58</td>
<td>$12.11</td>
<td></td>
</tr>
</tbody>
</table>

On May 28, 2019, City Council unanimously approved to authorize staff to implement an in-house DAV program based on the following findings in the COA:

- Ridership on the DAV service continues to fall, service costs have remained flat.
Due to the decline in ridership and no reduction in cost, the DAV cost per trip has more than doubled since 2016.

Declining ridership on the DAV service has resulted in fewer service hours.

DAV service miles are following the trend of declining ridership and fewer service hours.

Therefore, staff is proposing to purchase three (3) vans to operate an in-house DAV program, which will be a part of Go Pico Rivera Transportation (GoPR) in conjunction with the City’s DAC program.

**Discussion:**

The City currently owns two (2) 2010 Ford E450-Starcraft ADA-Cutaway vehicles, which have surpassed their useful service life of exceeding 250,000 miles as established by Federal Transit Administration (FTA). A Class B license is required to operate these vehicles, and are currently operated by Southland Transit Inc. on a month-to-month agreement.

In consideration that the approved Joint Procurement for Accessible Transit/Paratransit Vehicle(s) process through California Association for Coordinated Transportation (CalACT) is permitted by Chapter 3.20.030 of the Pico Rivera Municipal Code (PRMC) and the City are members of CalACT, staff will coordinate purchase through the state-wide purchasing co-operative run by CalACT and Morongo Basin Transit Authority (MBTA) (Enclosure 4). The City of Pico Rivera is in good standing and is an active member of CalACT (Enclosure 7).

The purpose of this joint procurement process is to procure Accessible Transit/Paratransit Vehicles. MBTA was awarded as the lead agency for the solicitation on behalf of the other participants in joint procurement RFP No.15-03. RFP No. 15-03 was a competitive solicitation conducted for the purpose of establishing a Joint Procurement for Accessible Transit/Paratransit Vehicles for members of CalACT whose transit operations and physical location are within the State of California.

These participants are either sub recipients of the California Department of Transportation (CalTrans) or are members of the (CalACT). Following contract award, the CalACT shall provide all contract administration activated related to the joint procurement (Enclosure 4). As part of this procurement 15-03, they have awarded contracts to three (3) main vendors RO Bus Sales, AZ Bus Sales and Creative Bus Sales. Furthermore, On June 1, 2016 an agreement was made between Creative Bus Sales and MBTA as one of the sellers through the Co-operative agreement (Enclosure 3).

The award of the contract to Creative Bus Sales is for the purchase of three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans that can be procured through the CalACT
approved procurement process and in accordance with Chapter 3.20.030 of the PRMC. A Class C license is required to operate vehicles.

Additionally, in compliance with FTA and approved by CalTrans, more than 60% of the vehicle must meet Federal Buy America Requirements. The regulatory requirements for Buy America are published in the Federal Register, Chapter 49, Volume 5, and Parts 661 through 663. Certification known as the, Pre-Award Certificate of Compliance (Enclosure 5) has been provided for each of the requirements including the client obligatory due diligence certification.

This procurement will enable the City of Pico Rivera to implement the DAV program with the purchase of three (3) new vans, which will provide for the efficient operation of the in-house DAV program. Additionally, in-housing DAV is expected to reduce costs, increase ridership and improve customer service. The annual cost of contracting DAV service has continued to rise, while ridership has declined.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Southland</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY12.13</td>
<td>$374,507.48</td>
</tr>
<tr>
<td>FY13.14</td>
<td>$321,810.74</td>
</tr>
<tr>
<td>FY14.15</td>
<td>$322,993.06</td>
</tr>
<tr>
<td>FY15.16</td>
<td>$318,749.52</td>
</tr>
<tr>
<td>FY16.17</td>
<td>$343,049.22</td>
</tr>
<tr>
<td>FY17.18</td>
<td>$345,315.54</td>
</tr>
<tr>
<td>FY18.19</td>
<td>$355,913.46</td>
</tr>
<tr>
<td>FY 19.20 (final projection based on previous year)</td>
<td>$351,410.84</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2,733,749.86</td>
</tr>
</tbody>
</table>

The cost to in-house the DAV program is anticipated to save over $197,653 in operating costs after vehicle purchases are made.

<table>
<thead>
<tr>
<th>Budgeted through Prop A</th>
<th>Contracted Services (6 month)</th>
<th>In-House</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year</td>
<td>FY 18/19</td>
<td>FY 19/20</td>
</tr>
<tr>
<td>Part Time Drivers (4)</td>
<td>$44,800.00</td>
<td>$14,544.00</td>
</tr>
<tr>
<td>Driver/Dispatcher (1)</td>
<td>$10,300.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Staff Uniforms</td>
<td>$600.00</td>
<td>$176,000.00</td>
</tr>
<tr>
<td>Fuel</td>
<td>$10,400.00</td>
<td>$20,800.00</td>
</tr>
<tr>
<td>Equipment &amp; Software</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
<td>$3,960.00</td>
<td>$3,960.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$166,000.00</td>
<td>$3,960.00</td>
</tr>
<tr>
<td>Southland Contracted Services</td>
<td>$355,913.00</td>
<td>$351,411.00</td>
</tr>
<tr>
<td>OPERATING COSTS</td>
<td>$270,604.00</td>
<td>$153,757.60</td>
</tr>
<tr>
<td>Paratransit Vans (3)</td>
<td>$262,871.58</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>Road Van</td>
<td>$297,871.58</td>
<td>$153,757.60</td>
</tr>
<tr>
<td>ONE TIME PURCHASES</td>
<td>$568,745.58</td>
<td>$153,757.60</td>
</tr>
<tr>
<td>Total</td>
<td>$355,913.00</td>
<td>$351,411.00</td>
</tr>
</tbody>
</table>
The in-house DAV program will also adjust and extend its operating hours from 7:30 a.m. – 5:00 p.m., as well as, offer extended hours for special Senior Center and City events to improve customer service and accessibility to riders.

**Conclusion:**

Staff recommends that City Council approve the contract with Creative Bus Sales in supporting the acquisition of three (3) Gas Cut-Away Chassis Glaval Ford Transit 350 Vans for the implementation of the DAV Program; which provides essential transportation services to the Senior and Disabled community with the City of Pico Rivera.

Steve Carmona

SC:SP:ng

Enclosures:  
1) Agreement  
2) MBTA Contract #15-03 Creative Bus Sales  
3) CalACT Pre-Award and Buy America Audit Class A.B. and C.  
4) Vehicle Specifications Accessible Paratransit Vehicles  
5) CalACT Membership Certification
AGREEMENT NO. ________

AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND
CREATIVE BUS SALES, INC
FOR THE PURCHASE OF PARATRANSIT VEHICLES
(RFP 15-03)

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into on May 12, 2020 between and among CREATIVE BUS SALES, INC., a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California 91710 ("Seller"), and the CITY OF PICO RIVERA ("City") a California municipal corporation. Seller and City may be referred to herein individually as "Party" or collectively as "Parties."

RECIDALS

WHEREAS, City desires to purchase three (3) gas cut-away Chassis Glaval Ford Transit 350 vans (hereinafter referred to as the "Vans") from Seller; and

WHEREAS, per Chapter 3.20.030 of the Pico Rivera Municipal Code, City is authorized to procure goods and services through joint purchases and state-wide purchasing co-operatives; and

WHEREAS, City is a member, in good-standing, of the California Association for Coordinated Transportation (CalACT) purchasing cooperative allowing it to request a bid from Seller who was awarded a similar contract by the Morongo Basin Transit Authority (MBTA); and

WHEREAS, MBTA acted as the lead agency on Request For Proposal (RFP) No.15-03 ("RFP 15-03") on behalf of CalACT members for the purpose of establishing a Joint Procurement for Accessible Transit/Paratransit Vehicles for members whose transit operations and physical location are within the State of California; and

WHEREAS, pursuant to that authority, the City Council of the City has authorized staff to accept Seller's bid upon the terms and conditions set forth herein; and

WHEREAS, City of Pico Rivera has fully complied with all federal, state, and local laws governing the co-operative 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, City and Seller 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 #15-03 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 VANS TO BE PURCHASED. Seller hereby agrees that it shall sell the Vans manufactured as described in RFP #15-03 (attached hereto as Exhibit "B") to any and all CalACT/MBTA participants who desire to purchase such Vans from Seller. Specifically these vehicles are manufactured by Starcraft. Vans 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 Vans as more particularly described in proposal (attached hereto as Exhibit "A") under the terms and conditions set forth in RFP #15-03 (attached hereto as Exhibit “B”) and those specifically outlined herein.

4. DELIVERY. SELLER shall deliver the Vans within 120-days from order.

5. UNAVOIDABLE DELAY. If Seller is delayed at any time during the progress of the Agreement by the neglect or failure of City or by a cause described below, then the time for Delivery as described in Section 4 above, shall be extended by City subject to the following conditions.
   a. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by Seller by reasonable investigation before such award; including acts of God, strikes, riots, or from other similar ‘force majeure’ causes or events beyond Seller’s control.
   b. Seller demonstrates that the completion of the Agreement and/or affected delivery(s) will be actually and necessary delayed;
   c. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
   d. Seller makes written request and provides other information to City as described in “Seller’s Notification of Delay” in Section 6 below.

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

City reserves the right to rescind or shorten any extension previously granted, if subsequently City determines, that any information provided by Seller 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, City shall not rescind or shorten any extension previously granted if Seller 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 Seller.

6. SELLER’S NOTIFICATION OF DELAY. Notwithstanding “Unavoidable Delay” (Section 5 above) no extension or adjustment of time of delivery shall be granted unless: (1) written notice of the delay is filed with City within fourteen (14) calendar days after the commencement of the delay; and (2) a written notice therefore, stating in reasonable detail the causes, the effect to date, and the probable future effect on the performance of Seller under the Agreement, and the portion or portions of the work affected is filed by Seller with City within thirty (30) calendar days after commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either Party under this Agreement. City shall make its determination within thirty (30) calendar days after receipt of Seller’s Notification of Delay.
7. **PAYMENT BY COOPERATIVE PARTICIPANTS.** Seller shall collect payment from City as a CalACT/MBTA participant, within thirty (30) days after the delivery and acceptance of the Vans by the participant, and a receipt of an invoice thereof, per RFP #15-03, Section SP 10.

8. **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.

9. **NO ATTORNEYS' FEES.** Per the terms of RFP 15-03, if litigation is required to enforce or interpret the provisions of this Agreement, neither Seller nor the City 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.

10. **MODIFICATION.** This Agreement may be modified only in a writing approved by City and signed by all Parties.

11. **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 Los Angeles, California.

12. **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.

13. **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.

14. **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.

15. **NO INTEREST.** No officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).

16. **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.

17. **INDEMNIFICATION.** Seller shall indemnify, defend, and hold harmless City, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Seller’s employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way
arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

18. **WARRANTY.** The Vans 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 #15-03 by Seller and incorporated herein by reference as if set forth in full. During said warranty periods, the Vans shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

19. **WARRANTY OF FITNESS.** Seller hereby warrants that the Vans 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 Vans and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

20. **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:

**BUYER:**
Steve Carmona  
City Manager  
City of Pico Rivera  
6615 Passons Blvd  
Pico Rivera, CA 90660

**SELLER:**
Anthony Matijevich  
President  
Creative Bus Sales, Inc.  
14740 Ramona Avenue  
Chino, California 91710

21. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

22. **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.

Anthony Matijevich, President
Steve Carmona, City Manager

ATTEST:                      APPROVED AS TO FORM:

Anna M. Jerome, City Clerk    Arnold M. Alvarez-Glasman, City Attorney
April 30, 2020

Creative Bus Sales Proposal to
City of Pico Rivera

*Please note above photo is not to exact specifications.

CalACT Starcraft Starlite Ford Transit Class B Cutaway ADA Bus
Seating Combinations:
- 9-Ambulatory + 0-Wheelchair
- 8-Ambulatory + 1-Wheelchair
- 4-Ambulatory + 2-Wheelchairs
- 2-Ambulatory + 3-Wheelchairs

Pricing based off CalACT / MBTA Vehicle Purchasing Cooperative

- Prepared for Ms. Natalie Glasman, Transportation Analyst, City of Pico Rivera
  - Department of Parks and Recreation
  - 9200 Mines Avenue, Pico Rivera CA 90660
  - p: 562-801-5551 / e: nglasman@pico-rivera.org
- Bus Purchase Requires Membership to CalACT and Payment of Procurement Fee.
- Please call Jacklyn Montgomery at CalACT at (916)920-8018.
- **Ford Transit Cutaway Bus with 3.5L EcoBoost V6 Engine w/ No Radio**
- Delivery Timeline: 90 to 120-Days from Order

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com
• Braun Century Wheelchair Lift (Rear)
• Restraints: Q-Straint 8100 Deluxe with Knobs (3-Sets)
• Flooring: Grey Gerflor Flooring / Standee Line: Yellow
• Passenger Seat Fabric: Docket 90 – Blue
• Passenger Seats: Freedman Mid High Seats with Grab Handles and Aisle Arm Rests
• Driver’s Seat: USSC G2E with Black Vinyl
• Bus Comes Equipped with All Standard CalACT Specifications Plus:
  • Two-Way Radio Prep: No Charge
  • Interior Handrails – Inside of Entry Doors: No Charge
  • Motorola Radio – Customer to Provide Frequency: $2,300.00
  • Locking Rear Door w/ Alarm: $709.50
  • Back/Up Camera Integrated into Rear View Mirror: $695.00
  • Remove Back-up Sensors on Rear Bumper: ($600.00)
  • Vinyl Wheelchair Lift Cover: $250.00
  • Double Fold Away Seats w/TDSS (3): $3,465.00
  • Single Fold Away Seat: $895.00
  • Paint and Decals Allowance: $2,000.00
  • REI 8 Camera System with 2TB HDD and Spare HD: $5,895.00
  • Seat Delete Credit (6): ($825.00)
  • QRT 360 Credit (3): ($300.00)
  • Total Options: $14,484.50

• Pricing:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bus Price</td>
<td>$64,965.72</td>
</tr>
<tr>
<td>Options</td>
<td>$14,484.50</td>
</tr>
<tr>
<td>Ford Mobility Discount</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Doc Fee</td>
<td>$85.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$80,535.22</td>
</tr>
<tr>
<td>Non Taxable ADA Equipment</td>
<td>$13,819.50</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>10.25%</td>
</tr>
<tr>
<td>CalACT Procurement Fee</td>
<td>$1,208.03</td>
</tr>
<tr>
<td>DMV Filing Fee</td>
<td>$30.00</td>
</tr>
<tr>
<td>DMV Registration Fee</td>
<td>Exempt</td>
</tr>
<tr>
<td>Tire Fee</td>
<td>$12.25</td>
</tr>
<tr>
<td>Ford Mobility Discount</td>
<td>-$1,000.00</td>
</tr>
<tr>
<td><strong>Total Cost Per Vehicle</strong></td>
<td><strong>$87,623.86</strong></td>
</tr>
<tr>
<td><strong>Total Cost for 3-Vehicles</strong></td>
<td><strong>$262,871.58</strong></td>
</tr>
</tbody>
</table>
Note: Shown with Go Es Freedman seats.

This floor plan is for illustration purposes only. A weight analysis has not yet been performed. Final approval with a weight analysis is required upon receipt of a completed order with all options shown. Optional equipment may be shown. The sales order placed dictates actual option content.
The Starlite Transit is the perfect solution for those in the market for a smaller shuttle bus or an alternative to a van. The Starlite Transit, with its narrow body and long list of standard features, can accommodate a variety of needs. Drivers will appreciate the improved visibility the Starlite Transit offers with super starview window and the well-designed driver’s area.

Passengers will be able to enter and exit the Starlite with ease due to the 10” ground to first step, wide entry door, and the deep entry steps. Once on board, the passengers can comfortably move throughout the bus with its 20” aisle and 76” of interior head room. When passengers are seated, they will have an appreciable view through the 36” x 36” windows. This, combined with the previously mentioned features, make the Starlite Transit the most spacious shuttle bus in its class.

**Starlite Transit Features**

- Comfortable and easily-accessible driver’s area
- Spacious interior with high-back seats and overhead luggage rack
- Attractive and convenient driver control panel

**Features to Meet Your Specific Needs**
Standard Exterior Feature Highlights

- Fully welded steel cage construction meeting all applicable FMVSS requirements
- 10" ground to first step at entry door
- 109" overall exterior height (depending on options)
- "Super Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" high x 36" wide high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side and skirts
- Fiberglass front and rear cap
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Drip rail over all windows and passenger door openings
- LED front and rear marker lights
- LED stop, tail, and turn signal lights including back-up lights.
- Exterior graphics package available in three colors (blue, green, or burgundy)

Standard Interior Feature Highlights

- 81" interior width
- 76" interior floor to ceiling height
- Welded floor and wall seat track for flexible seating
- Black slip resistant rubber flooring
- 5/8" plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights

Popular Option Highlights

- Stainless steel wheel inserts
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Bonded windows
- ADA and FMVSS compliant wheelchair lifts and securement systems

Starcraft Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.

Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

800.326.2877 | CreativeBusSales.com
CalACT/MBTA

Issue this Request for Proposal
For a Joint Procurement for
Accessible Transit/Paratransit Vehicles

RFP No. 15-03 Rev 9
Revised January 12, 2016
IP 15. Agency-Specific Provisions ..............................................................26
IP 15.1 Purpose of the Solicitation ..........................................................26
IP 15.2 Roles of the Parties for this Solicitation ......................................27

SECTION 3: GENERAL CONDITIONS.........................................................28
GC 1. Definitions .....................................................................................28
GC 2. Materials and Workmanship ..........................................................30
GC 3. Conformance with Specifications and Drawings ...........................30
GC 4. Inspection, Testing and Acceptance ..............................................31
   GC 4.1 General ....................................................................................31
   GC 4.2 Risk of Loss ............................................................................31
GC 5. Title and Warranty of Title ............................................................31
GC 6. Intellectual Property Warranty ......................................................31
GC 7. Data Rights ..................................................................................32
   GC 7.1 Proprietary Rights/Rights in Data ............................................32
   GC 7.2 Access to Onboard Operational Data .......................................33
GC 8. Changes .......................................................................................33
   GC 8.1 Contractor Changes ...............................................................33
   GC 8.2 Agency Changes ....................................................................33
GC 9. Legal Clauses ................................................................................33
   GC 9.1 Indemnification ......................................................................33
   GC 9.2 Suspension of Work ...............................................................34
   GC 9.3 Excusable Delays/Force Majeure ...........................................35
   GC 9.4 Termination ............................................................................36
   GC 9.5 Compliance with Laws and Regulations ..................................38
   GC 9.6 Changes of Law ......................................................................39
   GC 9.7 Governing Law and Choice of Forum .....................................39
   GC 9.8 Disputes ..................................................................................39
   GC 9.9 Maintenance of Records; Access by Agency; Right to Audit Records .................................................................40
   GC 9.10 Confidential Information ......................................................41
   GC 9.11 Conflicts of Interest, Gratuities ............................................42
   GC 9.12 General Nondiscrimination Clause .......................................42
   GC 9.13 Amendment and Waiver ......................................................42
   GC 9.14 Remedies not Exclusive ......................................................43
   GC 9.15 Counterparts .........................................................................43
   GC 9.16 Severability .........................................................................43
   GC 9.17 Third-Party Beneficiaries ......................................................43
   GC 9.18 Assignment of Contract .......................................................43
   GC 9.19 Independent Parties ..............................................................43
   GC 9.20 Survival ................................................................................43
GC 10. Agency-Specific Provisions - Reserved .......................................44

SECTION 4: SPECIAL PROVISIONS..........................................................45
SP 1. Authorization to Use the Procurement .........................................45
SP 2. Assignability .................................................................................45
SP 3. Period of Performance ..................................................................45
CER 7. Federal Certifications and Other Certifications ......................................................... 92
CER 1.1 Buy America Certification ...................................................................................... 92
CER 1.2 Debarment and Suspension Certification for Prospective Contractor .................. 93
CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction) ........ 95
CER 1.4 Non-Collusion Affidavit ........................................................................................ 96
CER 1.5 Lobbying Certification .......................................................................................... 98
CER 1.6 Certificate of Compliance with Bus Testing Requirement .................................. 100
CER 1.7 DBE Approval Certification ................................................................................... 102
CER 1.8 Federal Motor Vehicle Safety Standards ............................................................. 103
CER 1.9 Proposal Form ..................................................................................................... 104
CER 1.10 Notice of Award ................................................................................................. 106
CER 8. Vehicle Questionnaire .......................................................................................... 107

SECTION 10: CONTRACT .................................................................................................. 108
Attachment 1 - Contract ................................................................................................... 111

SECTION 11: APPENDIXES .............................................................................................. 112
Appendix A-1: Cutaway Specifications .............................................................................. 112
Appendix A-2 - Minivan Specifications .............................................................................. Error! Bookmark not defined.
Appendix A-3 - Large Cutaway Specifications ................................................................ Error! Bookmark not defined.
Appendix A-4 – Low Floor Cutaway Specifications ............................................................ Error! Bookmark not defined.
Appendix A-5 - Low Floor Mobility Vehicle Specifications
Appendix A-6 - Trolley Specifications
Appendix A-7 - Modified Shuttles Specifications
Appendix B: Visual Inspection and Road Test Forms .......................................................... 112
Appendix C, Participants List (Attached) ............................................................................
Appendix D, References ..................................................................................................... 121
Appendix E, Abbreviation and Acronyms ......................................................................... 124
Appendix F, Buy America Memorandum (Attached)
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 Accessible Transit/Paratransit Vehicles. The Morongo Basin Transit Authority (“MBTA” or “Agency”) is the lead agency for the solicitation on behalf of the other participants in the joint procurement. These participants are either subrecipients of CalTrans or are members of the California Association for Coordinated Transportation (“CalACT”). Only those agencies that are listed in Appendix C will have the ability to purchase vehicles through this contract and the agencies have provided their needs for the term of the contract. Following contract award, the California Association for Coordinated Transportation (“CalACT”) shall provide all contract administration activities related to the joint procurement. However, the resulting Contract may only be modified or amended by written action of MBTA.

The initial period of performance shall be two years. The MBTA shall have the right to extend the period of performance for three (3) 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 accessible transit/paratransit vehicles under the joint procurement in accordance with the terms and conditions set forth in RFP No. 15-03. A single Contract will be executed by MBTA acting on behalf of the all participants. The participating 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: Cutaways, Minivans, Large Cutaway vehicles, Low Floor Cutaways, Trolleys and Specialty Transit Vehicles.

Proposals must be received by 11 a.m. on Friday, January 15, 2016

1. Sealed Proposals shall be “hand delivered” and submitted to following addresses:
   Rutan and Tucker
   General Counsel for Morongo Basin Transit Authority
   611 Anton Boulevard, suite 400, Costa Mesa, California, 92626
   Courier delivery will not be acceptable.
2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency’s Proposal number and the solicitation title: RFP No. 15-03, Joint Procurement for Accessible Transit/Paratransit Vehicles.

3. Proposers are requested to submit to the Agency one hard copy marked “Original,” and one (1) additional printed copy, and four (4) 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. 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 four (4) single high capacity drives provided that the media is labeled with Dealer/Manufacturer name, RFP 15-03” and the electronic files are organized into subfolders with file names by manufacturer and type of file.


**NR 3. Validity of Proposals**

Proposals and subsequent offers shall be valid for a period of one hundred twenty (120) days.

**NR 4. Pre-Proposal Meeting Information**

A Pre-Proposal Meeting shall be held on **October 8, 2015**. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA’s conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786.

Prospective Proposers are requested to submit written questions to the Contract Administrator, identified below, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in “Proposed Schedule for the Procurement.” Responses shall
be shared with all prospective proposers. 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.

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: 760-366-2986
E-mail: joe@mbtabus.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 accessible transit/paratransit vehicles which may be ordered by CalTrans or its subreceipents and/or members of CalACT that have specifically entered into this joint procurement. Individual orders may include 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 base contract period.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>1580</td>
</tr>
<tr>
<td>Maximum</td>
<td>5366</td>
</tr>
</tbody>
</table>

These figures represent the foreseeable needs of the listed Agencies shown on Appendix C. ONLY these firms shall be able to order or assign vehicles from this joint procurement. Neither MBTA, 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.

IP 2. Proposed Schedule for the Procurement
The following is the solicitation schedule for proposers:

- Pre-Proposal Meeting: **October 8, 2015 at 10:00 a.m.**
- Proposer communications and requests: **October 23, 2015 at 4:00 p.m.**
- Responses to Proposer’s communications and/or Agency addenda: **November 13, 2015**.
- Proposals Due Date: **January 15, 2016 at 11:30 a.m.**

IP 3. Obtaining Proposal Documents
Proposal documents may be obtained from Morongo Basin Transit Authority electronically at www.mbtabus.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 on Thursday, October 8, 2015. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA’s conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786. Prospective Proposers are urged to make every effort to attend this meeting.

Prospective Proposers are requested to submit written questions to the Contracting Officer, identified above, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in “Proposed Schedule for the Procurement.” Responses shall be shared with all prospective Proposers. 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.

**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:
  Morongo Basin Transit Authority
  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, General Manager, Morongo Basin Transit Authority, 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 than 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 or its designee pursuant to the procedures provided in the FTA C 4220.1F or its successor. 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 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.
4. Vehicle Questionnaire – CER 9
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 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 be 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.

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 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 audited by an independent third party or a statement from the Proposer regarding how financial information may be reviewed by the Agency
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 1.9
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. – 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 proprietary/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 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 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; or a
statement from the Proposer regarding how financial information may be reviewed by the Agency.

- 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.

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.

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.

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

<table>
<thead>
<tr>
<th>Responsiveness requirements (Certificates and forms)</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Questionnaire (Products meets specifications)</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

### POINT ALLOCATION

<table>
<thead>
<tr>
<th>Category</th>
<th>Scoring Method</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NON-COST FACTORS (60%)</strong></td>
<td></td>
</tr>
<tr>
<td>Proposer Qualifications and Requirements:</td>
<td></td>
</tr>
<tr>
<td>Past Performance information gathered through a survey of CalACT members</td>
<td>15 Points</td>
</tr>
<tr>
<td>Quality Assurance Procedures</td>
<td>10 Points</td>
</tr>
<tr>
<td>Warranty Provisions and Warranty Administration Plan*</td>
<td>15 Points</td>
</tr>
<tr>
<td>Customer Service and Parts Support</td>
<td>15 Points</td>
</tr>
<tr>
<td>Proposer and Manufacturer Qualifications and Experience</td>
<td>5 Points</td>
</tr>
<tr>
<td><strong>Total Non-Cost Factor Points</strong></td>
<td>60 Points</td>
</tr>
</tbody>
</table>

| COST FACTORS (40%)                                                    |                |
| Price Sheet- Base Models                                              | 25 Points      |
| Price Sheet- Option Features                                          | 15 Points      |
| **Total Cost Factor Points**                                          | 40 Points      |

**Total Possible Points** 100 Points

As noted, pricing will be scored on a basis of 40 points. The proposer’s price score will be calculated in the following manner:
Proposer Price Score = $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price Points}} \times \frac{\text{Proposer's Price Points}}{\text{Proposer's Cost}}$

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 25 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 same formula will be used to score the pricing for the optional features.

*Proposer meeting “Minimum Standards” for warranty provision as per WR 1.1.1 will receive 10 points. Proposers submitting a “Superior Warranty” and exhibiting a demonstrated ability to service this element will receive 15 points. Note: Purchasing agencies have the right to examine and evaluate the warranty submissions in greater detail in order to substantiate procurement decisions.

**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. MBTA 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 MBTA 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 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. This required information is to include a copy of the electronic Bill of Materials showing all of the components of the “base vehicle.” The Bill of Materials is to show the component manufacturer name, the cost of each component and whether the item is foreign or meets Buy America requirements for being classified as “domestic.” Following the initial review, MBTA may require Buy America certifications from component suppliers to be provided. In addition, the same information is to be provided for all of the optional features. Once the Buy America Pre-Award audit is completed, MBTA and/or its reviewers shall return all provided information. Copies of the data shall not be kept.

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

The Morongo Basin Transit Authority (“MBTA”), a member of the California Association for Coordinated Transportation (“CalACT”), is the lead agency role for the joint procurement for Accessible Transit/Paratransit Vehicles.

The specific roles and obligations of the MBTA and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by the parties. For the purposes of this solicitation, the arrangement entered into by the MBTA and CalACT shall hereinafter be referred to as the “Cooperative.” As a general matter, MBTA 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 participating agencies with the ordering instructions and forms required to insure compliant purchasing, solicitation documentation required for the agency’s files, collecting fees, and the general administration of the vehicle contract. Participating Agencies must contact CalACT-MBTA 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: Morongo Basin Transit Authority (MBTA). Any contract modification involving the base contract shall be issued by MBTA. The term 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 MBTA. 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 MBTA 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 and/or CalTrans or its subrecipients with multiple vendors to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit and paratransit vehicles.

**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 F.

**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 impending patent suit related to this Contract against the Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the Agency based on 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.

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 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.

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, 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, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, 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. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

**GC 9.2 Suspension of Work**

**GC 9.2.1.** The Agency may at any time and for any reason within its sole discretion 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 9.2.2.** 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 9.2.3.** 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 9.3 Excusable Delays/Force Majeure**

**GC 9.3.1.** 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; 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 9.3.2.** 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 9.3.3. 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 9.3.4. 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 9.4 Termination

GC 9.4.1. 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 9.4.2. 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 9.5 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 9.6 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.

GC 9.7 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 jurisdiction of the identified State and the County where the Agency purchasing the Vehicles is located.

GC 9.8 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 9.9 Maintenance of Records; Access by Agency; Right to Audit Records**

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the Agency is the FTA recipient or a sub-grantee of the FTA recipient, 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.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, 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 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, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their 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 requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

**GC 9.10 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 twenty (20) days with the identification of any and all “proprietary, trade secret or confidential commercial or financial” information, and the Contractor 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 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. 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.

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

GC 9.11 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 9.12 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 9.13 Amendment and Waiver

GC 9.13.1. 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 9.13.2. 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 9.14 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 9.15 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 9.16 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 9.17 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 9.18 Assignment of Contract
Neither party shall assign or subcontract it’s 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 reassigned by the original agency identified in the Joint Procurement to unlisted parties.

GC 9.19 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 9.20 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” which includes CalTrans and its subrecipients, other publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services. All buses ordered under the joint procurement contract shall be delivered and accepted within a one-year period.

SP 2. Assignability

MBTA 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 to members of CalACT geographically located within the State of California. A letter of Assignment shall be issued by either MBTA or by CalACT acting for MBTA under the terms of their Cooperative Purchasing Agreement. MBTA 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 within that one-year period.

SP 3. Period of Performance

The initial period of performance shall be two (2) years. MBTA shall have the right to extend the period of performance for three (3) one-year options. The three (3) 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”) at least ninety (90) days prior to the expiration of the initial period of performance.

In the event that these option is 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 1.5% of total pre-tax price per vehicle, up to $20,000 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. MBTA 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 two-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 of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by multiplying the Base Order Price by the following fraction:

\[
\text{Preliminary Index Number on Month Prior to Notice of Exercise of Option} \\
\text{Index Number on Effective Date of the Contract}
\]

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.
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. Notwithstanding that provision, a chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the Cooperative. The documentation of such factors shall be provided by the dealer. Should the Cooperative not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the Cooperative’s purchasing schedule upon the responsible dealer’s request.

For Ordering Agencies that are not eligible for manufacturer’s Government Price Concessions, the Contractor may make additional charges for any additional amount only offset by any other concessions or credits applicable to the price of the bus, identifying this is the proposal made to the ordering agency and providing supporting documentation.

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.

SP 6. Ordering Procedures
Agencies that are members of the joint procurement and that are using federal funds to place orders under this Schedule 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 listed on the Schedule. (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 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
   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
   Doc Fee
   Sales Tax
   Procurement Fee
   Delivery fee with expected delivery date
   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 contract including but not limited to the buyer being a current member of CalACT. 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 First Article Inspection**

At the sole election of MBTA and CalACT, the Agency may conduct an on-site inspection of the 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.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Cooperative 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 the Cooperative. If the inspection is held at the manufacturing facility, the Contractor shall pay travel expenses and $50 per day per diem for one (1) Cooperative representative. Additionally, the Contractor may be required to pay a flat rate up to a total of $1500 per vehicle for one (1) independent inspection consultant per vehicle to be invoiced by the Cooperative.

**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 insure 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. No additional charges shall apply for deliveries made within 100 miles of closest dealer location. Dealers shall only charge additional mileage fees for distance delivered exceeding 100 miles from the closest dealer location. Example: delivery made 150 miles from dealer shall only be charged for 50 miles.

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, each bus shall also be inspected using Appendix C, Caltrans Vehicle Inspection Report. 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 if different from the Post Delivery Buy America audit conducted under SP 7.1. Must accompany or precede bus delivery. These are to be marked and placed in a separate envelope for each and every delivery for the specific bus ordered by the participating agency.

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 register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each vehicle. Any additional requirements involving vehicle registration such as listing of lien holders shall be provided by the ordering Agency and included in the Order Confirmation form. The Contractor warrants that the title shall pass to the Agency free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character 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. 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 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.

**Minimum Delivery Standard:** Delivery of the vehicles shall be completed within 180 calendar days for Class A,B,C,D, F, G, M and V and within 270 days for Class E and T after issuance of purchase orders by the Cooperative’s participants. For alternative fueled vehicles delivery is extended an additional 90 days. 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 the Cooperative and the ordering agency. The request for extension must include detailed justification for the length of the time extension.

The Contractor may offer an alternative delivery date identifying this in its proposal to each participant. 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 not delivered in substantially as good condition as inspected by the Agency at the time released for shipment.

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 bid. 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 bid. The Cooperative 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 eight (8) 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.


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 provide documentation or access to
documentation required to evidence compliance with the Buy America Post-Delivery audit
requirements. The documentation shall be provided in the same format as was submitted for the
Pre-Award Buy America audit. The Agency shall not retain a copy of any audit documentation
that is provided.

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, MBTA shall consider
changes such as product improvements on a case-by-case basis. MBTA’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.

In the event that a supplier discontinues a product during the Contract period, MBTA shall
consider a substitute product on a case-by-case basis. No substitutions are to be not without the
express written consent of MBTA. MBTA’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 MBTA.

SP 19. New Technology

The Cooperative reserves the right to add 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 items addition by an awarded Contractor.
SECTION 5: FEDERAL REQUIREMENTS

FR 1. 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 49 CFR 18.39(i)(11).

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments
In accordance with 49 CFR 18.36(i), 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. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

FR 1.2 State Governments
In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

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.

FR 2. 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 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.

FR 3. 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.

FR 4. 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.

**FR 5. 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.

FR 6. 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.

FR 7. Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, 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 49 CFR 29, 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.

FR 8. 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)).

FR 9. 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 each 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.
FR 10. **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 $100,000 financed in whole or in part with Federal assistance provided by FTA.

FR 11. **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 $100,000 financed in whole or in part with Federal assistance provided by FTA.

FR 12. **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.

FR 13. **Buy America**

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds 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. A general
public interest waiver from the Buy America requirements 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 60 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.

FR 14. Testing of New Bus Models

The Contractor agrees to comply with 49 USC A 5323(c) 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.

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.
FR 15. 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 shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Bidder/Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that shall take place at the final assembly point and the cost of final assembly.

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.

FR 16. 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 leading 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.
FR 17. 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.

FR 18. 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: The Morongo Basin Transit Authority 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.

**FR 19. 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, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
5. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
10. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
11. Any implementing requirements FTA may issue.
SECTION 6: TECHNICAL SPECIFICATIONS

TS 1. GENERAL

Technical specifications define requirements for accessible transit/paratransit vehicles are contained in Appendix A-1 through A-7 which are attached.
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 provided standard OEM and supplier warranties for chassis, engine, wheelchair lifts or ramps and climate control systems and CNG conversions 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 System**

Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles 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

**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.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Years</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body Structure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chassis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lift/Ramp</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Optional Features</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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**
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-five (25) percent of the same components in the same or similar application where such items are covered by warranty. 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.

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, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. 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:
  o Engine
  o Transmission
  o Alternator
  o Starter
  o A/C Compressor
  o Drive Axle
  o Power Steering Unit
  o Air Compressor
  o CNG Fuel Cylinders with installation location diagram.
  o Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.
SECTION 9: FORMS AND CERTIFICATIONS

CER 1. Proposer’s Checklist

<table>
<thead>
<tr>
<th>Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 1. Letter of Transmittal</td>
</tr>
<tr>
<td>□ 2. Acknowledgement of Addenda</td>
</tr>
<tr>
<td>□ 3. Contractor Service and Support Data</td>
</tr>
<tr>
<td>□ 4. Vehicle Questionnaire</td>
</tr>
<tr>
<td>□ 5. Manufacturing facility plant layout including description of work by station</td>
</tr>
<tr>
<td>□ 6. Warranty Provisions and Warranty Administration Plan</td>
</tr>
<tr>
<td>□ 7. Quality Assurance Program</td>
</tr>
</tbody>
</table>

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 |
| □ 3. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by the Agency |
| □ 4. Letter for insurance                    |
| □ 5. Proposal Form                           |
| □ 6. Required Certifications                 |
| □ 7. FTA approval letter required for TVMs   |

Package 4: Proprietary/Confidential Information Package

| □ 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.
CER 2. 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 with separate files for clarifications on the contract and each bus type. File names should describe the category of request made.

Morongo Basin Transit Authority  
RFP No. 15-03, Joint Procurement for Accessible Transit/Paratransit Vehicles

<table>
<thead>
<tr>
<th>Request #:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer:</td>
<td></td>
</tr>
<tr>
<td>RFP Section:</td>
<td></td>
</tr>
<tr>
<td>Page:</td>
<td></td>
</tr>
</tbody>
</table>

Questions/clarification or approved equal:

<table>
<thead>
<tr>
<th>Agency action:</th>
<th>□ Approved</th>
<th>□ Denied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ See addendum</td>
<td>□ See response below</td>
</tr>
</tbody>
</table>

Agency response:
CER 3.  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.

<table>
<thead>
<tr>
<th>Addendum No.:</th>
<th>– Dated:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No.:</td>
<td>– Dated:</td>
</tr>
<tr>
<td>Addendum No.:</td>
<td>– Dated:</td>
</tr>
<tr>
<td>Addendum No.:</td>
<td>– Dated:</td>
</tr>
</tbody>
</table>

Proposer:  
Name:  
Title:  
Phone:  
Street address:  
City, state, ZIP:  

__________________________________________  
Authorized signature  
Date
CER 4. 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:
CER 5. Price Worksheet

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.
CER 6. 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. 15-03 for a Joint Procurement for Accessible Transit/Paratransit 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; or a statement from the Proposer regarding how financial information may be reviewed by the Agency [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.]

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
The undersigned certifies to the accuracy of all information:

<table>
<thead>
<tr>
<th>Name and title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td></td>
</tr>
</tbody>
</table>

Authorized signature  Date
CER 7. Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

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:
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  My
commission expires  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

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 § 5323(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 and 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:
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 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 MBTA in response to Request for Proposal No. 15-03: Joint Procurement for Accessible Transit/Paratransit 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
CER 1.10 Notice of Award

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

Contracting officer:

________________________________________________________________________

Authorized signature                                                      Date
CER 8. Vehicle Questionnaire/Buy America Worksheet and Instructions (Attached)

The Vehicle Questionnaire and Buy America Worksheet are attached and are Excel Spreadsheets. 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.
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. 15-03

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:

<table>
<thead>
<tr>
<th>Minimum</th>
<th>1580</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum</td>
<td>5366</td>
</tr>
</tbody>
</table>
These figures represent the foreseeable needs of the listed Agencies shown on Appendix “C”. ONLY these firms shall be able to be order or assign vehicles from this joint procurement. Neither MBTA, 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, General Manager
Morongo Basin Transit Authority
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)
Attachment 1 - Pricing Schedule

[INSERT PRICING SCHEDULE]
SECTION 11: APPENDIXES

Appendix -A-1 through 7: Vehicle Specifications (Attached Separately)

Appendix B: Visual Inspection and Road Test Forms

Guide for Inspection:  

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REQUIREMENT</th>
<th>INSPECTION INSTRUCTIONS</th>
<th>RESULT</th>
<th>INSPECTOR / DATE</th>
<th>REMARKS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb Weight</td>
<td>Maximum curb weight of lb.</td>
<td>Measure on certified scale</td>
<td>Weight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FMVSS Stickers</td>
<td>Affixed to vehicle</td>
<td>Locate sticker</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finish and Color</td>
<td>Smooth body surfaces and paint</td>
<td>Visually inspect all surfaces for flaws</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Panel Fastening</td>
<td>Absence of rough edges or surfaces</td>
<td>Visually inspect for proper installation</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towing Devices</td>
<td>Provision of towing eyes (front/rear)</td>
<td>Verify presence of towing eyes</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door Control</td>
<td>Opening time of sec.</td>
<td>Verify door opening time frame</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Lighting</td>
<td>Lighting operable without engine</td>
<td>Switch on all interior lights</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior Lighting</td>
<td>All vehicle lights operable</td>
<td>Switch on and verify lamps are on</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Tank</td>
<td>Fill rate and filler location</td>
<td>Inspect filler for easy access and check fill rate</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chassis</td>
<td>Welds, axles, suspension, steering, wheels, and brakes</td>
<td>Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>Wiring and junction boxes</td>
<td>Inspect for loose or stretched wires</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batteries</td>
<td>Secured and polarized wiring access for jump start</td>
<td>Inspect compartment and jumper cable access</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
<td>Capacity and performance</td>
<td>Operate AC, check compressor, condenser, flow, and temperature</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheelchair Access</td>
<td>Clear lift or ramp access, and securement area</td>
<td>Operate lift or ramp, inspect operation, measure areas</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Plant</td>
<td>Mounting and arrangement</td>
<td>Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SAMPLE ROAD TEST SHEET

**Guide for Inspection:**

- **Coach Manufacturer**: ________________________
- **Coach Number**: ____________________________
- **Test Location**: ____________________________

**The Following Items Should Be Inspected on Every Coach of Each Order**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REQUIREMENT</th>
<th>INSPECTION INSTRUCTION</th>
<th>RESULT</th>
<th>INSPECTOR /DATE</th>
<th>REMARKS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>N/A</td>
<td>Record low idle, fast idle, and high idle speeds</td>
<td>Low</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fast</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>High</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Brakes</td>
<td>Stopping distance</td>
<td>Verify function and indicator, check for pulling to either side</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Brake</td>
<td>N/A</td>
<td>Verify indicator, and no movement</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turning Effort</td>
<td>Steering wheel torque</td>
<td>Check effort with coach stopped</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turning Radius</td>
<td>Not to exceed at corner of body</td>
<td>Verify turning radius in both directions</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceleration</td>
<td>Rate from 0 to mph</td>
<td>Verify acceleration on smooth road</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resonance</td>
<td>Absence of audible and/or visible vibrations</td>
<td>Operate coach at various speeds, check for vibrations and rattles</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windshield Wipers</td>
<td>Evenly deposited wash fluid</td>
<td>Operate coach at safe speed over</td>
<td>Pass/Fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Condition</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Plant</td>
<td>N/A</td>
<td>Check for leaks under coach and in engine compartment, check for abnormal noises</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
<td>Interior temperature</td>
<td>Operate system, check internal and ambient temp.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door Control</td>
<td>Accelerator and brake interlocks</td>
<td>At speeds less than 10 mph, verify accelerator and brake interlocks with door open</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>N/A</td>
<td>During testing, observe any abnormalities in ride and handling of coach</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Inspector**  
**Date**
Appendix C Participants List (See Embedded PDF Document)

Participants List RFP 15-03 FINAL.pdf
Appendix E, Supplemental Buy America Instructions (Attached)
### Appendix D, References

<table>
<thead>
<tr>
<th>SAE #</th>
<th>Title</th>
<th>Date Published</th>
</tr>
</thead>
<tbody>
<tr>
<td>J10</td>
<td>Methods of Test for Paints - Part J10: Determination of Deposition Efficiency of Coating Powders</td>
<td>Sep 15, 1998</td>
</tr>
<tr>
<td>J211</td>
<td>Instrumentation for Impact Test—Part 2: Photographic Instrumentation</td>
<td>May 1, 2001</td>
</tr>
<tr>
<td>J287</td>
<td>Driver Hand Control Reach</td>
<td>Feb 1, 2007</td>
</tr>
<tr>
<td>J366</td>
<td>Exterior Sound Level for Heavy Trucks and Buses</td>
<td>Feb 1, 1987</td>
</tr>
<tr>
<td>J382</td>
<td>Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.</td>
<td>Jan 1, 1994</td>
</tr>
<tr>
<td>J534</td>
<td>Lubrication Fittings</td>
<td>May 1, 2008</td>
</tr>
<tr>
<td>J537</td>
<td>Storage Batteries</td>
<td>Sep 1, 2000</td>
</tr>
<tr>
<td>J541</td>
<td>Voltage Drop for Starting Motor Circuits</td>
<td>Oct 1, 1996</td>
</tr>
<tr>
<td>J587</td>
<td>License Plate Illumination Devices (Rear Registration Plate Illumination Devices)</td>
<td>Sep 1, 2003</td>
</tr>
<tr>
<td>J593</td>
<td>Backup Lamps (Reversing Lamps)</td>
<td>Sep 1, 2005</td>
</tr>
<tr>
<td>J673</td>
<td>Automotive Safety Glasses</td>
<td>Oct 1, 2005</td>
</tr>
<tr>
<td>J680</td>
<td>Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice</td>
<td>Sep 1, 1988</td>
</tr>
<tr>
<td>J686</td>
<td>Motor Vehicle License Plates</td>
<td>Oct 1, 1999</td>
</tr>
<tr>
<td>J689</td>
<td>Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck</td>
<td>Aug 1, 2009</td>
</tr>
<tr>
<td>J833</td>
<td>Human Physical Dimensions</td>
<td>May 1, 2003</td>
</tr>
<tr>
<td>J844</td>
<td>Nonmetallic Air Brake System Tubing</td>
<td>Nov 1, 2004</td>
</tr>
<tr>
<td>J941</td>
<td>Motor Vehicle Drivers’ Eye Locations</td>
<td>Mar 1, 2010</td>
</tr>
<tr>
<td>J994</td>
<td>Alarm—Backup—Electric Laboratory Performance Testing</td>
<td>Mar 1, 2009</td>
</tr>
<tr>
<td>J1050</td>
<td>Describing and Measuring the Driver's Field of View</td>
<td>Jan 1, 2003</td>
</tr>
<tr>
<td>J1113</td>
<td>Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions</td>
<td>Oct 1, 2006</td>
</tr>
<tr>
<td>J1127</td>
<td>Low Voltage Battery Cable</td>
<td>Mar 1, 2010</td>
</tr>
<tr>
<td>J1128</td>
<td>Low Voltage Primary Cable</td>
<td>Dec 1, 2005</td>
</tr>
<tr>
<td>J1149</td>
<td>Metallic Air Brake System Tubing and Pipe</td>
<td>Aug 1, 2007</td>
</tr>
<tr>
<td>J1292</td>
<td>Automobile and Motor Coach Wiring</td>
<td>Jan 1, 2008</td>
</tr>
<tr>
<td>J1455</td>
<td>Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications</td>
<td>Jun 1, 2006</td>
</tr>
<tr>
<td>J1587</td>
<td>Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice</td>
<td>Jan 1, 1996</td>
</tr>
<tr>
<td>J1708</td>
<td>Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications</td>
<td>Oct 1, 2008</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>J1986</td>
<td>Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations</td>
<td>Jan 1, 2006</td>
</tr>
<tr>
<td>J1939</td>
<td>Data Link Layer</td>
<td>Dec 1, 2006</td>
</tr>
<tr>
<td>J2402</td>
<td>Road Vehicles—Symbols for Controls, Indicators, and Tell-tales</td>
<td>Jan 1, 2010</td>
</tr>
<tr>
<td>J2711</td>
<td>Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles</td>
<td>Sept 1, 2002</td>
</tr>
</tbody>
</table>
Appendix E, **Abbreviation and Acronyms**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C</td>
<td>air conditioning</td>
</tr>
<tr>
<td>ABS</td>
<td>anti-lock braking system</td>
</tr>
<tr>
<td>AC</td>
<td>alternating current</td>
</tr>
<tr>
<td>ACQ</td>
<td>alkaline copper quaternary</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>Ah</td>
<td>amp hour</td>
</tr>
<tr>
<td>ALR</td>
<td>auto-locking retractor</td>
</tr>
<tr>
<td>APA</td>
<td>The Engineered Wood Association, formerly the American Plywood Association</td>
</tr>
<tr>
<td>APC</td>
<td>automatic passenger counter</td>
</tr>
<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
</tr>
<tr>
<td>ASTM</td>
<td>ASTM International, formerly the American Society for Testing and Materials</td>
</tr>
<tr>
<td>ATC</td>
<td>automatic traction control</td>
</tr>
<tr>
<td>AVL</td>
<td>automatic vehicle location</td>
</tr>
<tr>
<td>AWG</td>
<td>American Wire Gauge</td>
</tr>
<tr>
<td>BAFO</td>
<td>Best and Final Offer</td>
</tr>
<tr>
<td>BMS</td>
<td>Battery Management System</td>
</tr>
<tr>
<td>BRT</td>
<td>bus rapid transit</td>
</tr>
<tr>
<td>CARB</td>
<td>California Air Resources Board</td>
</tr>
<tr>
<td>CCS</td>
<td>climate control system</td>
</tr>
<tr>
<td>CCTV</td>
<td>closed-circuit television</td>
</tr>
<tr>
<td>cfm</td>
<td>cubic feet per minute</td>
</tr>
<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
</tr>
<tr>
<td>CNG</td>
<td>compressed natural gas</td>
</tr>
<tr>
<td>dB</td>
<td>decibel</td>
</tr>
<tr>
<td>DBE</td>
<td>disadvantaged business enterprise</td>
</tr>
<tr>
<td>DC</td>
<td>direct current</td>
</tr>
<tr>
<td>DDU</td>
<td>driver display unit</td>
</tr>
<tr>
<td>DEF</td>
<td>diesel exhaust fluid</td>
</tr>
<tr>
<td>DOT</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>DPF</td>
<td>diesel particulate filter</td>
</tr>
<tr>
<td>ECM</td>
<td>Engine Control and Monitoring</td>
</tr>
<tr>
<td>ECS</td>
<td>emission control system</td>
</tr>
<tr>
<td>ELR</td>
<td>emergency locking retractor</td>
</tr>
<tr>
<td>EMI</td>
<td>electromagnetic interference</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>ESS</td>
<td>energy storage system</td>
</tr>
<tr>
<td>FEA</td>
<td>Finite Element Analysis</td>
</tr>
<tr>
<td>Acronym</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>FEMA</td>
<td>failure mode effects analysis</td>
</tr>
<tr>
<td>FMCSA</td>
<td>Federal Motor Carrier Safety Administration</td>
</tr>
<tr>
<td>FMCSR</td>
<td>Federal Motor Carrier Safety Regulations</td>
</tr>
<tr>
<td>FMVSS</td>
<td>Federal Motor Vehicle Safety Standards</td>
</tr>
<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
</tr>
<tr>
<td>GAWR</td>
<td>gross axle weight rated</td>
</tr>
<tr>
<td>GPS</td>
<td>global positioning system</td>
</tr>
<tr>
<td>GVW</td>
<td>gross vehicle weight</td>
</tr>
<tr>
<td>GVWR</td>
<td>gross vehicle weight rated</td>
</tr>
<tr>
<td>H-point</td>
<td>hip-point</td>
</tr>
<tr>
<td>HDS</td>
<td>hybrid drive system</td>
</tr>
<tr>
<td>HMI</td>
<td>human-machine interface</td>
</tr>
<tr>
<td>HSC</td>
<td>hybrid system controller</td>
</tr>
<tr>
<td>HV</td>
<td>high voltage</td>
</tr>
<tr>
<td>HVAC</td>
<td>heating, ventilation and air conditioning</td>
</tr>
<tr>
<td>I/O</td>
<td>input/output</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
</tr>
<tr>
<td>ISO</td>
<td>International Standards Organization</td>
</tr>
<tr>
<td>LEL</td>
<td>LED emergency light</td>
</tr>
<tr>
<td>LV</td>
<td>low voltage</td>
</tr>
<tr>
<td>mA</td>
<td>milliampere</td>
</tr>
<tr>
<td>MDT</td>
<td>mobile data terminal</td>
</tr>
<tr>
<td>MPa</td>
<td>mega-Pascal</td>
</tr>
<tr>
<td>NC</td>
<td>normally closed</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>NGV</td>
<td>natural gas vehicle</td>
</tr>
<tr>
<td>NOx</td>
<td>nitrogen oxide</td>
</tr>
<tr>
<td>NO</td>
<td>normally open</td>
</tr>
<tr>
<td>NTP</td>
<td>notice to proceed</td>
</tr>
<tr>
<td>OEM</td>
<td>original equipment manufacturer</td>
</tr>
<tr>
<td>OSI</td>
<td>Open Systems Interconnect</td>
</tr>
<tr>
<td>PA</td>
<td>public address</td>
</tr>
<tr>
<td>PMO</td>
<td>project management oversight</td>
</tr>
<tr>
<td>PPU</td>
<td>primary propulsion unit</td>
</tr>
<tr>
<td>PPU</td>
<td>prime power init</td>
</tr>
<tr>
<td>PPV</td>
<td>price per vehicle</td>
</tr>
<tr>
<td>PRD</td>
<td>pressure relief device</td>
</tr>
<tr>
<td>psi</td>
<td>pounds per square inch</td>
</tr>
<tr>
<td>RF</td>
<td>radio frequency</td>
</tr>
</tbody>
</table>
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 change
UL   Underwriters Laboratories
UNECE United Nations Economic Commission for Europe
VDC  volts of direct current
Wh   watt-hours
VIN  vehicle information number
MBTA CONTRACT # 15-03 CBS

AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on June 1, 2016 between and among CREATIVE BUS SALES, INC., a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California 91710 ("SELLER"), and MORONGO BASIN TRANSIT AUTHORITY ("MBTA"). SELLER and MBTA may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, MBTA, by its Request for Proposals #15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on January 15, 2016 for the purchase of Paratransit and Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; 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 bid in response to MBTA’s Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible bidder; and

WHEREAS, SELLER’s proposal in response to MBTA’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 MBTA Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER’S bid through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and

WHEREAS, MBTA has fully complied with all federal, state, and local laws governing the public bidding 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 MBTA 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 #15-03 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 manufactured by Braun, Champion, Eldorado National, Goshen, Hometown, Mobility Ventures, Starcraft, StarTrans and Transit Works as more particularly described in RFP #15-03 (attached hereto as Exhibit “B”) to any and all CalACT/MBTA participants 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 #15-03 (attached hereto as Exhibit “B”) under the terms and conditions set forth in RFP #15-03.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #15-03 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalACT/MBTA 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 #15-03, 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 MBTA 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 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 the MBTA 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.** SELLER shall indemnify, defend, and hold harmless MBTA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of an kind whatsoever, arising out of, connected with, or caused by SELLER’S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for MBTA’s sole active negligence or willful misconduct.

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 #15-03 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:

19. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

**MBTA:**

Joe Meer  
Director of Purchasing  
Morongo Basin Transit Authority  
62405 Verbena Road  
Joshua Tree, CA 92252

**SELLER:**

Anthony Matijevich  
President  
Creative Bus Sales, Inc.  
14740 Ramona Avenue  
Chino, California 91710

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.

<table>
<thead>
<tr>
<th>CREATIVE BUS SALES, INC., a corporation</th>
<th>Morongo Basin Transit Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>By</td>
</tr>
<tr>
<td>Anthony Matijevich, President</td>
<td>Joe Meer, Director of Purchasing</td>
</tr>
</tbody>
</table>
2016 Calact
Pre Award and Buy America
Audit Class A.B.and C
AZ Bus Glaval Class A, B, and C

January 1, 2016

Joe Meer
Morongo Valley Basin Transit Authority (MBTA) Cal/Act
62405 Verbena Road
Joshua Tree, California, 92252
760.366.2986  760.366.2445 (f)

Dear Mr. Meer,

This report houses the required certifications and supporting data that document the findings of compliance with CFR 49 663 pre-award requirements for the manufacturing plant in Elkhart, Indiana for the Class A, B, and C on behalf of the Cal Act. bus purchasing consortium. This document will serve as the support for future triennial reviews. The participants can use this document to serve as proof of due diligence with regards to the FTA pre-award requirements. This document also serves as proof that the manufacturer outlined in this document has met their Pre Award Buy America Audit funding obligations. This audit includes all aspects of Buy America CFR 49 663 sub part 1-27

We have provided not only the required certifications; we have also provided all of the supporting domestic certificates of origin for reference. Each agency will also be required to perform the post-delivery portion of the CFR requirements as well as on line quality assurance documentation if applicable. We have provided for review in section 2, an outline of all of the required audits and documentation or click on this link CFR 49 663. Please note that the certificates must be signed by a representative from each agency.

Let us know if we can be of any further assistance with this or any of your maintenance support needs. You can call me, Joe Meer, Or Dan Mundy.

Sincerely,

Brent S. Sumrall
CEO
### Table Of Contents

Cover Letter  **AZ Bus Sales/Glaval A, B, and C**

**Section 1.**  Introduction

**Section 2.**  Pre Award-Audit Methodology

- 2.1  Methodology for Pre Award Audit
- 2.2  Pre Award Requirements

**Section 3.**  Pre Award Buy America Certificate

**Section 4.**  Federal motor Vehicle Safety Self Certificate

**Section 5.**  Purchasers Requirements Certificate

**Section 6.**  Supporting Manufacturers Documentation

- A.  Quality Assurance Operating Manual
- B.  Welding Testing and Certifications
- C.  Fastener Testing
- D.  Torque Wrench Calibrations
- E.  Drawings and Procedures
- F.  Paint Adhesion and thickness Testing
- G.  Tapping Plate Drawings
- H.  Stanchion Testing
- I.  Front End Alignment
- J.  Water Testing Procedure
- K.  Side Wall Truing
- L.  QVM from OEM
- M.  ISO 9001-08
- N.  Amperage Draw Calculation
- O.  Parts Availability Letter of Non Issues
- P.  Plant Flow
- Q.  FMVSS Self Certifications (Reserved Pre Delivery)
- R.  Buy America Cost Break Down (Reserved Pre Delivery)
- S.  Buy America Certificates of Origin (Reserved Pre Delivery)
- T.  Sales order for Cal Act (Reserved for each agencies)
- U.  Pilot Bus Initial Inspection (Reserved for each Agency and Cal act sample Pilot Inspection)
- V.  Proof of Altoona
1 – Introduction
Section 1 - Introduction

Morongo Basin Transit Authority (MBTA) has on behalf of the CAL/Act performed menu type vehicle procurement. As part of this procurement they have awarded contracts to three main vendors RO bus Sales, AZ Bus Sales and Creative Bus Sales. As part of this procurement there were a total of 17 manufacturing facilities and two of the facilities were bid by two of the vendors Braun Mobility. In order to complete the due diligence and requirements of FTA for this procurement process, Fleet Maintenance Specialists Inc (FMS) have been contracted by the Morongo Basin Transit Authority on behalf of the Cal/Act purchase consortium to perform the pre award audits and pilot bus inspections for all of the bus manufacturers that the Cal/Act consortium was intending to issue awards to. Most of the manufacturers process only requires that the passenger compartment be designed and built onto a domestic chassis. Because of the nature of these types of vehicles the majority of the bus cost and final assembly are performed at the OEM plants within the US and are not a part of the inspection process. The purpose of this report is to document the production and inspection process in reference to the manufacture of the buses produced during these productions.

Since 1982 Congress has required that vehicles purchased using Federal funds are manufactured at a minimum of 60 percent domestic origin. This means that 60 percent of the overall cost of the vehicle and as it relates to origin of final assembly. The regulatory requirements for Buy America are published in the Federal Register, Chapter 49, Volume 5, and Parts 661 through 663. In addition to the 60 percent domestic origin, Part 663 requires that the final assembly and testing of the major bus components and systems must be performed in the United States. We have provided certifications for each of the requirements including client obligatory due diligence certification.

Section 2 - Pre-award Audit Methodologies
This section includes the quality assurance process and a review of the intent to build the buses to the Cal/Act specifications.

Section 3 - Pre-Award Buy America Certification
This section houses the certificate of compliance with Buy America along with certificates of origin.

Section 4 - FMVSS Certificate
Self-Certification that these bus meets the FMVSS. This includes 220 which documents the rollover requirements.

Section 5 - Purchasers Requirements Certification
The requirements of FTA state that during the audit period the responsible agency performs a configuration audit on at least one vehicle. This is usually done on the first article off of the line to insure that the vehicles meet the full intent of the technical specifications. This section provides the first article inspection and confirms that the bus did in fact comply with the initial Cal Act Technical Specifications. This audit did not address all subsequent or possible options.

Section 6 - Supporting Documents
The document outline below identifies all of the documents that were gathered to verify the production and quality assurance process for this plant. We have provided some supporting notes of specific information that we thought would be helpful for agencies to understand the process and specific details of how the manufacturer does business. The documents that are related to the line item noted are identified with the letter that coincides with the Item letter.

Some of this detailed information is not normally provided however since there will be so many agencies buying off of this procurement we thought it prudent to provide as much supporting information to prevent rework by the manufacturers and the agencies.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>REQUESTED INFORMATION</th>
<th>PROVIDED</th>
<th>Score</th>
<th>Final findings</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Quality Assurance operating manual</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Welding Certifications and Periodic testing</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td>They perform Random Sampling of their certified</td>
</tr>
<tr>
<td>C</td>
<td>Fastener Testing</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Torque Wrench Calibration</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Drawings and Procedures</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Paint Adhesion and thickness Testing</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td>All bolts fasteners mounted into steal structure or tapping plates</td>
</tr>
<tr>
<td>G</td>
<td>Tapping plate Drawings if applicable</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Stanchion Testing</td>
<td>X</td>
<td>4.55</td>
<td>0</td>
<td>Have plans to test but have not as of yet performed and documented the test</td>
</tr>
<tr>
<td>I</td>
<td>Front End alignment procedure and Equipment</td>
<td>X</td>
<td>4.55</td>
<td>3</td>
<td>No stanchion Pull test Provided</td>
</tr>
<tr>
<td>J</td>
<td>Water Test Procedure and equipment</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Side Wall Truing procedure</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td>They have a two inch wall after lamination which will minimize frame show through on the skin</td>
</tr>
<tr>
<td>L</td>
<td>QVM from OEM</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>ISO 9000</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Amperage Draw Calculation</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Parts availability Letter of non issue</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>Plant flow</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>Q</td>
<td>FMVSS Self Certification</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Buy America Cost Break down</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Buy America Certificates of origin</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>T</td>
<td>Sales Order</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Pilot Bus Initial Inspection</td>
<td>X</td>
<td>4.55</td>
<td>0</td>
<td>Pending first article production</td>
</tr>
<tr>
<td>V</td>
<td>Altoona Test document</td>
<td>X</td>
<td>4.55</td>
<td>4.55</td>
<td>There were not class 1 or 2 failures and there were 6 class three and 4 class 4</td>
</tr>
</tbody>
</table>
2. Pre – Award Audit Methodology
2.1 Methodology for Pre Award Plant Audit

FMS performed a facility quality assurance Buy America compliance audit of the Glaval ABC model production facility in Elkhart Indiana. We gathered production procedure documents, asked quality assurance questions of the staff, and performed a physical inspection of the plant line process as confirmation. We performed this process inspection based on the technical testing requirements outlined in the technical specifications as well as general established industry standards. Some of the documents requested were not readily available and therefore may not be a part of this report, however we always asked all of the manufacturers and sales groups to provide the same information and have documented whether they have these processes or procedures in place along with adequate equipment. We have noted all items at the end of this section so that each bus purchaser will be aware of the lack of or proof that the process is in place.

We gathered Buy America cost numbers along with supporting certificates of origin. In addition, we verified the final assembly processes.

The requirements of this audit are outlined in CFR 49 663 as follows:

2.2 Pre Award Audit Requirements

The Pre-Award and Post-Delivery Rule requires recipients to certify that pre-award and post-delivery reviews will be conducted when using FTA-appropriated funds to purchase revenue service buses and vans.

This section details the pre-award and post-delivery review requirements for buses:

The Pre-Award Review

The pre-award review is required before a recipient may enter into a formal contract with a supplier. The review period begins after the recipient issues the solicitation and ends before the recipient signs a formal contract with the selected manufacturer.

The review requires the recipient to complete three certifications—the Buy America certification, the purchaser’s requirements certification, and the Federal Motor Vehicle Safety Standards (FMVSS) certification. All three certifications must be kept in the recipient’s files for future FTA reviews.

For the Buy America certification process, the recipient must:

Either

• Verify that (1) the buses will contain a minimum of 60 percent domestic products, by cost, and (2) final assembly of the buses will take place in the United States

Or

• Obtain, from the FTA, a copy of the waiver letter exempting the buses from the Buy America requirements.

For the purchaser’s requirements certification, the recipient must verify that:

• The manufacturer’s bid specifications are in compliance with the recipient’s solicitation specifications

and
Section 2 Pre-Award Audit Methodology

- The proposed manufacturer is responsible and capable of building the bus to the recipient’s solicitation specifications.

For the FMVSS certification, the recipient must obtain:

**Either**

- A letter from the bus manufacturer stating the information that will be provided on the FMVSS vehicle sticker

**Or**

- A letter from the bus manufacturer stating that the buses are not subject to FMVSS.

2.3 Post Deliver Award Audit Requirements

This section describes the requirements of the Post delivery audit. This section is not part of this report however we thought it prudent to provide this for our clients to help them understand the auditing requirements during and after the buses are purchased.

**The Post-Delivery Review**

A post-delivery review must be completed before a bus title is transferred to the recipient, or before a bus is placed into revenue service, whichever is first. The review period begins when the recipient signs a formal contract with the selected manufacturer and ends before title transfer or use in service.

As with the pre-award review, the recipient must complete three certifications—the Buy America certification, the purchaser’s requirements certification, and the FMVSS certification. Again, all three certifications must be kept in the recipient’s files for future FTA reviews.

The Buy America and FMVSS certification processes are similar to those completed during the pre-award review, with the exception that the review now reflects information based on the actual buses versus the proposed buses. The post-delivery purchaser’s requirements certification process is different from the pre-award purchaser’s requirements certification process.

For the purchaser’s requirements certification, the recipient must:

- Complete visual inspections and road tests to demonstrate that the buses meet the contract specifications

**and (if purchasing more than ten buses or modified vans)**

- Send a resident inspector to the manufacturer’s production facility during the final assembly period to (1) monitor the final assembly process and (2) complete a final report describing the construction activities and explaining how the construction and operation of the buses fulfill the contract specifications. (Urban Operators)

If the recipient is purchasing **ten or fewer buses, ten or fewer modified vans, or any number of primary manufacturer standard production unmodified vans**, the resident inspector is not required.
3 Pre Award Buy America Certificate
Certificate of Buy America Compliance

This document certifies that FMS has performed a review of Glaval Bus production located in Elkhart Indiana and have met the provisions of CFR 49 part 661. This document certifies that the Champion Bus plant have met the Buy American requirements and have met the intent and requirements of Buy America Audit process as outlined below.

Buy America requirements are described in FTA document # C-97-03 and detailed in the Federal Register (10-1-97 edition). Chapter VI Part 661.11. The requirements are outlined in two main areas:

1. The total cost for parts minus the final assembly labor cost. The total must meet a minimum of 60% domestic origin.
2. The manufacturer must perform final assembly and testing for all major components within the United States.

A review of each production station was not performed due to the production process for these vehicles. Glaval Class ABC purchases a chassis from an OEM supplier and completely disassemble the vehicle. They reassemble and replace the majority of the floor and the passenger compartment which is built around a complete domestic chassis. The cost of the chassis along with the remaining cost excluding final assembly labor total 81.9%. This number exceeds the minimum requirements of 60%. A review of the final assembly process indicates that Glaval also meets the minimum requirements of final assembly as all of their final reassembly processes are performed within the US. Therefore, this document serves as certification that Glaval coach meets the final assembly portion of CFR 49 661.11 SS (d) Check Sheets attachment.

[Signature]

4-2-2016

Auditors Signature

Certified by

4-2-2016

Agency Representative

Date
<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MANUFACTURER</th>
<th>STATE</th>
<th>% OF TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glaval Base Build</td>
<td>Glaval Bus / USA</td>
<td>In</td>
<td>0.409952127</td>
</tr>
<tr>
<td>Air Conditioning System</td>
<td>MCC / USA</td>
<td></td>
<td>0.116108152</td>
</tr>
<tr>
<td>Heat System</td>
<td>Pro Air / USA</td>
<td></td>
<td>0.004226013</td>
</tr>
<tr>
<td>Wheelchair Securement System</td>
<td>Sure-Lok / USA</td>
<td></td>
<td>0.028049356</td>
</tr>
<tr>
<td>Wheelchair Lift Assembly</td>
<td>Braun / USA</td>
<td></td>
<td>0.114894476</td>
</tr>
<tr>
<td>Seating</td>
<td>Freedman Seating / USA</td>
<td></td>
<td>0.10793808</td>
</tr>
<tr>
<td>Help Bumper</td>
<td>Romeo Rim / USA</td>
<td></td>
<td>0.033713168</td>
</tr>
</tbody>
</table>

Total unit cost minus discount: 4.039952127

Total% of vehicle manufactured in the United States (minimum): 81.89%

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.
<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MANUFACTURER</th>
<th>STATE</th>
<th>% OF TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glaval Base Build</td>
<td>Glaval Bus / USA</td>
<td>In</td>
<td>0.408243893</td>
</tr>
<tr>
<td>Air Conditioning System</td>
<td>MCC / USA</td>
<td></td>
<td>0.113386449</td>
</tr>
<tr>
<td>Heat System</td>
<td>Pro Air / USA</td>
<td></td>
<td>0.008033186</td>
</tr>
<tr>
<td>Wheelchair Securement System</td>
<td>Sure-Lok / USA</td>
<td></td>
<td>0.027391848</td>
</tr>
<tr>
<td>Wheelchair Lift Assembly</td>
<td>Braun / USA</td>
<td></td>
<td>0.112201225</td>
</tr>
<tr>
<td>Seating</td>
<td>Freedman Seating / USA</td>
<td></td>
<td>0.10862992</td>
</tr>
<tr>
<td>Help Bumper</td>
<td>Romeo Rim / USA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total unit cost minus discount

Total% of vehicle manufactured in the United States (minimum): 81.10%

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.
<table>
<thead>
<tr>
<th>US CONTENT BY SYSTEM</th>
<th>PERCENTAGE OF VEHICLE COST</th>
<th>DESCRIPTION OF ASSEMBLY OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BODY FRONT</td>
<td>4.2636</td>
<td>FLOOR PANEL WELDED TO UNDERBODY</td>
</tr>
<tr>
<td>BODY RELATED COMP.</td>
<td>4.8388</td>
<td>SIDE AND OUTER PANELS WELDED TO FRAMING</td>
</tr>
<tr>
<td>BODY SIDE &amp; REAR</td>
<td>.8191</td>
<td>WINDSHIELD REINFORCEMENTS AND ROOF PANELS INSTALLED</td>
</tr>
<tr>
<td>BRAKES</td>
<td>4.7830</td>
<td>HOOD, DOORS AND FENDERS INSTALLED</td>
</tr>
<tr>
<td>BUMPERS &amp; FINAL ASM</td>
<td>.7246</td>
<td>FRONT AND REAR DOORS INSTALLED</td>
</tr>
<tr>
<td>DOORS</td>
<td>1.9152</td>
<td>BODY PRIMED AND SEALED</td>
</tr>
<tr>
<td>ELECT SYS &amp; INST PNL</td>
<td>2.7133</td>
<td>EXTERIOR PAINT APPLIED</td>
</tr>
<tr>
<td>ENGINE</td>
<td>4.7970</td>
<td>ELECTRICAL WIRING INSTALLED</td>
</tr>
<tr>
<td>FRAME</td>
<td>4.8013</td>
<td>EXTERIOR MOLDINGS INSTALLED</td>
</tr>
<tr>
<td>FRT AXLE/SUSPENSION</td>
<td>1.0445</td>
<td>AIR CONDITIONING AND HEATER INSTALLED</td>
</tr>
<tr>
<td>FUEL TANK / EXHAUST</td>
<td>.6524</td>
<td>INSTRUMENT PANEL INSTALLED</td>
</tr>
<tr>
<td>HOOD/FRONT END COMP.</td>
<td>1.3980</td>
<td>DOOR HARDWARE AND WINDOWS INSTALLED</td>
</tr>
<tr>
<td>RADIATOR &amp; GRILLE</td>
<td>1.2928</td>
<td>INTERIOR TRIM &amp; FLOOR COVERING INSTALLED</td>
</tr>
<tr>
<td>REAR AXLE/SUSPENSION</td>
<td>.8546</td>
<td>SUB FRAME AND ENGINE INSTALLED</td>
</tr>
<tr>
<td>ROOF</td>
<td>.8737</td>
<td>TRANSMISSION INSTALLED</td>
</tr>
<tr>
<td>SEATS</td>
<td>1.8335</td>
<td>TIRES MOUNTED AND INSTALLED</td>
</tr>
<tr>
<td>STEERING</td>
<td>1.3757</td>
<td>VEHICLE TESTED AND INSPECTED</td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>8.6729</td>
<td>FINISHED VEHICLE SHIPPED</td>
</tr>
<tr>
<td>UNDER BODY</td>
<td>1.6952</td>
<td></td>
</tr>
<tr>
<td>WHEELS &amp; TIRES</td>
<td>4.3935</td>
<td></td>
</tr>
<tr>
<td>TOTAL US CONTENT</td>
<td>67.0189</td>
<td></td>
</tr>
</tbody>
</table>

PREPARED BY: GENERAL MOTORS LLC
GMNA PRODUCT COST - GAIL JACKSON
MAILCODE 480-10B-215
30400 MOUND RD
WARREN, MI. 48090-9065
TEL: (386)986-8349
UNITARI Unitajcl 20140714

REGULATORY PROVISION: FEDERAL TRANSIT ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
BUY AMERICA PROGRAM
CPR CH. VI, PART 663
**GENERAL MOTORS LLC - NORTH AMERICAN OPERATIONS**
**BUY AMERICA CERTIFICATION**
**2015 MODEL YEAR**
**MODEL 633507**
**CHEVROLET EXPRESS / GMC SAVANA**
**ASSEMBLY LOC: WENTVILLE, MISSOURI U.S.A.**

<table>
<thead>
<tr>
<th>US CONTENT BY SYSTEM</th>
<th>PERCENTAGE OF VEHICLE COST</th>
<th>DESCRIPTION OF ASSEMBLY OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BODY FRONT</td>
<td>1,3720</td>
<td>FLOOR PANEL WELDED TO UNDERBODY</td>
</tr>
<tr>
<td>BODY RELATED COMP.</td>
<td>5.6444</td>
<td>SIDE AND OUTER PANELS WELDED TO FRAMING</td>
</tr>
<tr>
<td>BODY SIDE &amp; REAR</td>
<td>5.9894</td>
<td>WINDSHIELD REINFORCEMENTS AND ROOF PANELS INSTALLED</td>
</tr>
<tr>
<td>BRAKES</td>
<td>5.3468</td>
<td>HOOD, DOORS AND FITTINGS INSTALLED</td>
</tr>
<tr>
<td>DOOR ASSEMBLY*K</td>
<td>8.186</td>
<td>FRONT AND REAR DOORS INSTALLED</td>
</tr>
<tr>
<td>ELECT SYS &amp; INST PNL</td>
<td>2.5471</td>
<td>BODY PRIMED AND SEALING</td>
</tr>
<tr>
<td>ENGINE</td>
<td>2.7242</td>
<td>EXTERIOR PAINT APPLIED</td>
</tr>
<tr>
<td>FRAME</td>
<td>3.1456</td>
<td>ELECTRICAL WIRING INSTALLED</td>
</tr>
<tr>
<td>FRT AXLE/SUSPENSION</td>
<td>4.5306</td>
<td>EXTERIOR MOLDINGS INSTALLED</td>
</tr>
<tr>
<td>HOOD/FRONT END COMP.</td>
<td>1.2166</td>
<td>A/C CONDITIONING AND HEATER INSTALLED</td>
</tr>
<tr>
<td>RADIATOR &amp; GRILLE</td>
<td>6.8523</td>
<td>INSTRUMENT PANEL INSTALLED</td>
</tr>
<tr>
<td>ROOF</td>
<td>1.5702</td>
<td>DOOR HARDWARE AND WINDOWS INSTALLED</td>
</tr>
<tr>
<td>SEATS</td>
<td>1.1689</td>
<td>INTERIOR TRIM &amp; FLOOR COVERING INSTALLED</td>
</tr>
<tr>
<td>STEERING</td>
<td>3.8219</td>
<td>SEATS INSTALLED</td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>4.696</td>
<td>SUE FRAME AND ENGINE INSTALLED</td>
</tr>
<tr>
<td>UNDER BODY</td>
<td>2.3782</td>
<td>TRANSMISSION INSTALLED</td>
</tr>
<tr>
<td>WHEELS &amp; TIRES</td>
<td>2.2188</td>
<td>TIRES MOUNTED AND INSTALLED</td>
</tr>
<tr>
<td>TOTAL US CONTENT</td>
<td>10.1861</td>
<td>VEHICLE TESTED AND INSPECTED</td>
</tr>
<tr>
<td></td>
<td>4.9745</td>
<td>FINISHED VEHICLE SHIPPED</td>
</tr>
<tr>
<td></td>
<td>4.3634</td>
<td></td>
</tr>
<tr>
<td></td>
<td>65.7323</td>
<td></td>
</tr>
</tbody>
</table>

PREPARED BY:
GENERAL MOTORS LLC
GMNA PRODUCT COST - GATL JACKSON
MAIL CODE 460-108-213
30400 MOUND RD
WARREN, MI 48090-5065
TEL: (313)380-8349
UNITAR MMTAJCL 20140724

REGULATORY PROVISION:
FEDERAL TRANSIT ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
BUY AMERICA PROGRAM
CFE CH. VI, PART 663
BUY AMERICA CERTIFICATION - 2015

Custom Extrusions - Forest River Pkt. 36
712 Eisenhower Dr. South
Goshen, In. 46526

The above named supplier does hereby certify that at least 60% of the cost of components supplied to Glaval Bus, in the support of the manufacture of buses, is of domestic (US) origin.

As defined under the Buy America Requirement, final rule 49 CFR part 661.11, cost includes the cost of labor, material, allowance for profit, and administrative and overhead costs attributable to those components under normal accounting principles.

<table>
<thead>
<tr>
<th>Component</th>
<th>Country of Origin</th>
<th>% Domestic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum</td>
<td>USA</td>
<td>100%</td>
</tr>
<tr>
<td>Bag Doors</td>
<td>USA</td>
<td>100%</td>
</tr>
</tbody>
</table>

Location of Final Assembly: Pkt. 36

Authorizing Signature: [Signature]
Date: 6-24-15
Title: G. M.
1/20/15

Glaval Bus, Inc.
914 County Road- # 1
Elkhart, Indiana 46514

Attn: Mr. Jim Shupert- Materials Manager
Mrs. Lisa Cutic- Bids & Pricing Administrator

Re: 2015MY Glaval Bus

BUY AMERICA CERTIFICATION STATEMENT
CERTIFICATE OF COMPLIANCE WITH SECTION 165 (b) (3)
The Surface Transportation Assistance Act of 1982, as amended
and the regulations of 49 C.F.R. 661.11

MCC hereby certifies that it complies with the requirements of section 165(b)(3), of the Surface
Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

<table>
<thead>
<tr>
<th>Part Number, Description, and Model Number</th>
<th>Country of Origin</th>
<th>% Domestic</th>
</tr>
</thead>
<tbody>
<tr>
<td>(77-62512-22) - Evaporator, EM-1 / Cool Only / 3-Speed / Gray / G5</td>
<td>USA</td>
<td>82</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62522-22) - Evaporator, EM-2 / Cool Only / 3-Speed / Gray / G5</td>
<td>USA</td>
<td>85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62532-22) - Evaporator, EM-3 / Cool Only / 3-Speed / Gray / G5</td>
<td>USA</td>
<td>83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62572-22) - Evaporator, EM-7 / Cool Only / 3-Speed / Gray / G5</td>
<td>USA</td>
<td>75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62176-33) - Evaporator, EM-1 / Cool + Heat / 3-Spd / Gray / G5</td>
<td>USA</td>
<td>85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62177-33) - Evaporator, EM-2 / Cool + Heat / 3-Spd / Gray / G5</td>
<td>USA</td>
<td>87</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62178-33) - Evaporator, EM-3 / Cool + Heat / 3-Spd / Gray / G5</td>
<td>USA</td>
<td>86</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Israel</td>
</tr>
<tr>
<td>(77-62179-33) - Evaporator, EM-6 / Cool + Heat / 3-Spd / Gray / G5</td>
<td>USA</td>
<td>89</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canada</td>
</tr>
</tbody>
</table>

Page 1 of 3
<table>
<thead>
<tr>
<th>Part Number, Description, and Model Number</th>
<th>Country of Origin</th>
<th>% Domestic</th>
</tr>
</thead>
<tbody>
<tr>
<td>(77-00273-11) - Condenser, CM-2 / 60K-MCHX / 2- Fan / Skirt Mount</td>
<td>USA</td>
<td>82</td>
</tr>
<tr>
<td>(77-00274-11) - Condenser, CM-3 / 80K-MCHX / 3- Fan / Skirt Mount</td>
<td>USA</td>
<td>82</td>
</tr>
<tr>
<td>(14-5101) - Condenser, CM-16 / 70K-RTAF / 3- Fan / Skirt Mount</td>
<td>USA</td>
<td>88</td>
</tr>
<tr>
<td>(77-62251-24) - Condenser, K-410 / 82K-RTAF / 3- Fan / Roof Mount</td>
<td>USA</td>
<td>85</td>
</tr>
<tr>
<td>(Y74-43002-01) - Condenser, CR-420 / 145K-MCHX / 2- Fan / Roof Mount</td>
<td>USA</td>
<td>86</td>
</tr>
<tr>
<td>(Y74-43002-03) - Condenser, CR-430 / 170K-MCHX / 3- Fan / Roof Mount</td>
<td>USA</td>
<td>86</td>
</tr>
<tr>
<td>(Y74-43007-40) - Mount/Piping Kit, CR-420/430 w/ Mntg Rails &amp; Figs</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(033-146) - Wintergard Kit, Condenser / Skirt Mount / CM-2 / G5</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(033-147) - Wintergard Kit, Condenser / Skirt Mount / CM-3 / G5</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(76-62362-00) - Wintergard Kit, Condenser / Roof Mount / K-410 / G1</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-43000-00) - Wintergard Kit, Condenser / Roof Mount / CR-420/430 / G1</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-IK002-00) - I-KIT, Glaval Bus #1 / Tie-In Systems / All E,F,G Vans</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-IK002-01) - I-KIT, Glaval Bus #2 / Max Systems / All E,F,G Vans</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-IK002-02) - I-KIT, Glaval Bus #3 / No Longer Used / Discontinued</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-IK002-03) - I-KIT, Glaval Bus #4 / Max Systems / All F-Series Trucks</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-IK002-04) - I-KIT, Glaval Bus #5 / Dual Systems / All Freightliner</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-EC008-01) - I-KIT, Glaval Bus #6 / All EcoLINE-8 Roof Systems</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y19-EC010-01) - I-KIT, Glaval Bus #7 / All EcoLINE-10 Roof Systems</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(76-62363-02) - I-KIT, Glaval Bus #8 / All Eco36SN- Series Roof Systems</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(010-490-2) - Driver's Fan Speed Switch Only / DP-0 / 3- Speed / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(77-62135-00) - Driver's Control Panel / DP-1 / 3- Speed / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(76-62312-11) - Driver's Control Panel / Digital / EnviroMATE</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y25-00012-00) - E-Panel, EP-1 / EM-1,2,7 w/ One Condenser / 3- Spd / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y25-00013-00) - E-Panel, EP-2 / EM-3 w/ One Condenser / 3- Spd / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y25-00014-00) - E-Panel, EP-3 / EM-3 w/ Two Condensers / 3- Spd / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(Y25-00032-00) - E-Panel, EP-4 / EM-7 w/ No Condenser / 3- Spd / 12V</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(76-62258-07) - Oil Management Kit, Dual Evap w/ Single Compr</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(22-62101-00) - Harness, Evaporator / EM-1,2,7 / Orange X Ft.</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(22-62102-00) - Harness, Evaporator / EM-3 / White X Ft.</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(22-62103-00) - Harness, Condenser / CM &amp; CR Series / Red X Ft.</td>
<td>USA</td>
<td>100</td>
</tr>
<tr>
<td>(22-62289-00) - Harness, Driver-2-System Controls / Green X Ft.</td>
<td>USA</td>
<td>100</td>
</tr>
</tbody>
</table>
(72-62009-14) M-Kit, 05'-XX' Ford 5.4L / Gas / E-Van w/ Max (TM-16) USA 100
(72-62009-17) M-Kit, 07'-XX' Ford 6.8L / Gas / E-Van w/ Max (TM-16/21) USA 100
(72-62009-18) M-Kit, 05'-XX' Ford 5.4L / Gas / E-Van w/ Max (TM-21) USA 100
(72-62024-03) M-Kit, 03'-XX' GMC 6.0L / Gas / G-Van w/ Max (TM-16) USA 100
(72-62066-02) M-Kit, 03'-XX' GMC 6.0L / Gas / G-Van w/ Max (TM-21) USA 100
(72-62067-01) M-Kit, 10'-XX' GMC 6.6L / Gas / G-Van w/ Dual Atm / Max (TM-16) USA 100
(72-62067-02) M-Kit, 10'-XX' GMC 6.6L / Gas / G-Van w/ Dual Atm / Max (TM-21) USA 100
(72-62032-11) M-Kit, 12'-XX' Ford 6.7L / ULS/ ULD / F-550 w/ Dual Atm / Max (TM-21) USA 100
(72-62032-13) M-Kit, 12'-XX' Ford 6.7L / ULS/ ULD / F-550 w/ Dual Atm / Max (TM-16) USA 100
(72-62032-14) M-Kit, 12'-XX' Ford 6.7L / ULS/ ULD / F-550 w/ Dual Atm / Max (TM-16) USA 100
(72-62032-15) M-Kit, 12'-XX' Ford 8.8L / ULS/ ULD / F-550 w/ Dual Atm / Max (TM-16) USA 100
(72-62032-16) M-Kit, 12'-XX' Ford 8.8L / ULS/ ULD / F-550 w/ Dual Atm / Max (TM-16) USA 100
(72-62051-00) M-Kit, 12'-XX' Ford 8.8L / ULS/ ULD / F-6750 w/ Dual Atm / Max (TM-16) USA 100
(72-62063-00) M-Kit, 12'-XX' Ford 8.8L / ULS/ ULD / F-6750 w/ Dual Atm / Max (TM-16) USA 100
(72-62081-00) M-Kit, 13'-XX' Cummins 6.7L / ISB- 13' / ULSD / Xubre-75 w/ 05K USA 100
(72-62081-01) M-Kit, 13'-XX' Cummins 6.8L / ISC- 10' / ULSD / Xubre-75 w/ 05K USA 100
(18-10123-08) Compressor, TM- 21 / 215cc / Pad Mount / Poly- 8 / R- 134a USA 100
(76-62015-99) Compressor, TM- 16 / 164cc / Ear Mount / Poly-8 / HBP / 12v USA 100
(76-62166-99) Compressor, TM- 16 / 164cc / Ear Mount / Poly-8 / HBP / 12v USA 100
(76-62235-99) Compressor, TM- 21 / 215cc / Pad Mount / Poly- 8 / R- 134a USA 100
(76-62238-99) Compressor, TM- 16 / 164cc / Pad Mount / Poly-8 / HBP / 12v USA 100
(68-62062-02) Compressor, O5K / 400cc / Pad Mount / 2A2B / 24v USA 100
(76-62062-04) Valve Kit, Compressor- O5K / Suction Manifold / # 20 MORS USA 100
(76-62062-04) Valve Kit, Compressor- O5K / Discharge Manifold / # 16 MORS USA 100
(I-2G-L1) Installation; Mount Kit- Ford F- Series w/ Max TM’s USA 100
(I-2G-L2) Installation; Mount Kit- Ford E- Series w/ Max TM’s USA 100
(I-2G-L3) Installation; Mount Kit- All Ford F- Series w/ D-Max TM’s USA 100
(I-2G-L4) Installation; Mount Kit- All GMC Vans USA 100
(I-2G-L5) Installation; Mount Kit- All GMC Low Floor Vans USA 100
(I-2G-S1) Installation; System, Eco353N- Series / Single & Dual Loop USA 100
(I-2G-S2) Installation; System, Single Circuit & Single Loop USA 100
(I-2G-S3) Installation; System, Single Circuit & Dual Loop USA 100
(I-2G-S4) Installation; System, Dual Circuit & Dual Loop USA 100
(I-2G-S5) Installation; System, All S2C Legacy Driver’s In-Dash USA 100

Page 3 of 3

The final assembly point location is:
Goshen, Indiana- U.S.A.

Requested By / Date: Mr. Tim Hinton- 1/15/15
Analyzed By / Date: Mr. Jerry Peters- 1/16/15
Certified By / Date: Mr. Curt Kiser- 1/16/15
BUY AMERICA CERTIFICATION STATEMENT
CERTIFICATE OF COMPLIANCE WITH SECTION 165 (b) (3)
The Surface Transportation Assistance Act of 1982, as amended
and the regulations of 49 C.F.R. 661.11

PROAIRLLC. hereby certifies that it complies with the requirements of section 165(b)(3), of the
Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR
661.11. to provide a minimum 60% US content on our A/C and Heating products

<table>
<thead>
<tr>
<th>Product Name/Number, Description</th>
<th>Country of Origin</th>
<th>% Domestic</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C and HEAT PRODUCTS SUPPLIED BY PROAIR LLC.</td>
<td>USA</td>
<td>60%</td>
</tr>
</tbody>
</table>

The final assembly point location is: ProAir, LLC
28731 County Road 6
Elkhart, Ind. 46514

[Signature]

Authorized Signature

Date: 1/1/2015
Certificate
Buy America Provisions

Q'Straint hereby certifies that it will comply with the requirements of section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended and regulations contained in 49 CFR Part 661.11.

The final assembly point location is: 5553 Ravenswood Rd., Bldg.110, Ft. Lauderdale FL, 33312.

Signed: [Signature]

Date: February 8, 2016

Title: Customer Satisfaction Manager

If you have any additional questions, please do not hesitate to contact us at 1-800-987-9987.
SURE-LOK
Safe and Secure

Certificate
Buy America Provisions

Sure-Lok hereby certifies that it will comply with the requirements of section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended and regulations contained in 49 CFR Part 661.11. Last place of assembly: Bethlehem, PA.

Signed: [Signature]

Date: 1/20/15

Title: Director of Operations
       Mike Grom

If you have any additional questions please do not hesitate to contact us at 866-787-3565.

2501 Baglyos Circle
Bethlehem, PA 18020
Phone: 610-814-0300
Fax: 610-814-0544

Customer Service
Phone: 866-SURE-LOK (866-787-3565)
Fax: 866-TIE-DOWN (866-843-3696)
Email: orders@sure-lok.com
CERTIFICATE
BUY AMERICA PROVISIONS

THE BRAUN CORPORATION/BRAUNABILITY HEREBY CERTIFIES THAT IT WILL COMPLY WITH THE REQUIREMENTS OF SECTION 165 (b) OF THE SURFACE TRANSPORTATION ASSISTANCE OF 1982, AS AMENDED, AND REGULATIONS CONTAINED IN 49 CFR PART 661.11 WITH GREATER THAN 60% OF LIFTS/RAMPS AMERICAN MADE.

ALL LIFTS/RAMPS MANUFACTURED BY THE BRAUN CORPORATION/BRAUNABILITY ARE PRODUCED IN WINAMAC, INDIANA.

SIGNED: Brent Larkin
OEM INSIDE SALES MANAGER
January 15, 015

Lisa Curie
Glaval Bus
914 County Road #1North
Elkhart, IN 46514

This letter does hereby certify that at least 60% of the cost of the components supplied to Glaval Bus in support of the manufacture of buses is of domestic (U.S) origin. As defined under the Buy America Requirement: Final Rule, 49 CFR part 661.11, cost includes the cost of labor, material, allowance for profit, and the administrative and overhead cost attributable to those components under normal accounting principles. The location of the final assembly is Chicago, IL.

Sincerely,

[Signature]

Christy Nunes
Director of Customer Service
BUY AMERICA CERTIFICATION - 2015

Romeo RIM, Inc.
74000 Van Dyke Ave.
Romeo, MI 48065

The above named supplier does hereby certify that at least 60% of the cost of components supplied to Glaval Bus, in the support of the manufacture of buses, is of domestic (US) origin.

As defined under the Buy America Requirement, final rule 49 CFR part 661.11, cost includes the cost of labor, material, allowance for profit, and administrative and overhead costs attributable to those components under normal accounting principles.

<table>
<thead>
<tr>
<th>Component</th>
<th>Country of Origin</th>
<th>% Domestic</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Products Sold</td>
<td>USA</td>
<td>100%</td>
</tr>
</tbody>
</table>

Location of Final Assembly: Romeo, MI USA

Authorizing Signature: [Signature]
Date: 1-16-15

Title: Sales Coordinator
4 Federal motor Vehicle Safety Standards Self Certification
GLAVAL BUS

FMVSS 220 Rollover Protection Test
on a 2011 G4500 Chevrolet Express Chassis,
96" wide x 26' Long, Titan II, five (5) row passenger bus.

6/10/2015

This test report contains twenty (20) pages, including the cover sheet. Any additions
to, alterations of, or unauthorized use of excerpts from this report are expressly
forbidden.

2015-812
1. TITLE
FMVSS 220 Rollover Protection Test on a 2011 G4500 Chevrolet Express Chassis, 96" wide x 26' Long, Titan II, five (5) row passenger bus.

2. OBJECTIVE
To test a Glaval Bus five (5) row passenger bus roof structure while under a static load, per the mentioned safety standard in Section 6 of this report, using the provided finished Unloaded Vehicle Weight.

This test report pertains only to the specimen tested. It remains the sole responsibility of the manufacturer to provide a product consistent to that which was tested.

3. TESTED FOR
Glaval Bus
914 C.R. 1 North
Elkhart, IN 46514

4. TESTING ORGANIZATION

Progressive Engineering Inc.
58840 State Road 15
Goshen, IN 46528
www.p-e-i.com

See IAS Evaluation Report TL-178 for ISO 17025 Accreditation

5. TESTING PERSONNEL
Director of Testing - Jason R. Holdeman
Project Manager - Andrew Alger
Technician - Justin Witmer

Test was witnessed by Rob Froelich of Glaval Bus.

6. REFERENCE STANDARDS

7. TEST EQUIPMENT

Six (6) Hydraulic Cylinders
Two (2) Dial Indicators (PEI No's. 843 and 844)
Five (5) Load Cells - (PEI No's. 414, 459, 460, 862, and 863)
Four (4) String Potentiometers (PEI No's. 639, 808, 830, and 881)
Data Acquisition System (PEI No. 643)

8. TEST SPECIMEN

The vehicle was a Glaval Bus 2011 G4500 Chevrolet Express, VIN No. 1GB6G5BL5B1181267, 96" Wide x 26' Long, Titan II, five (5) row passenger bus with a Duramax Diesel engine. The vehicle was provided to PEI with the roof secured to the vehicle as shown in the attached photographs.

**Unloaded Vehicle Weight**

9,464 lbs

The specimen drawings were provided to PEI by Glaval Bus, The client opted not to have PEI personnel verify the test specimen to the drawings.

The Unloaded Vehicle Weight was provided to PEI by Rob Froelich of Glaval Bus.

9. TEST SET-UP

Concrete blocks were set between the vehicle chassis rails and the lab floor so that the vehicle was entirely supported by means of the frame. A flat, rigid rectangular steel platform, which was measured with respect to the vehicle roof longitudinal and lateral centerlines, was suspended over the vehicle. The overall dimensions of the platform were 36" wide x 224" long. A hydraulic cylinder that was anchored to the laboratory floor was positioned under each end of the I-beams located on the platform.

Load cells were placed in-line with the hydraulic cylinders. See attached Fixture drawings no. F1753 and F1754 for details.

10. TEST PROCEDURE

A. Initial Readings

Dial indicators were positioned inside the vehicle at the front and rear near where the front and rear edges of the platform would be located. The force application plate was lowered onto the vehicle roof until full load of the platform was applied. Deflection readings were then taken at the dial indicators inside the vehicle located at the front and rear of the platform edge.
B. FULL LOAD Readings
The additional force required to attain 1.5 times the Unloaded Vehicle Weight was generated through the six (6) hydraulic cylinders and measured using calibrated tension load cells. The load was applied at a gradual rate not in excess of .5" per second. Deflection readings were taken at 50% FULL LOAD and at FULL LOAD. When the FULL LOAD was reached, it was held while the deflection readings were recorded. With the FULL LOAD applied the entry doors and egress windows were checked for their opening functionality.

C. Released Load Readings
The force application plate hydraulic load was released from the vehicle, and residual deflection readings were recorded. The entry doors and egress windows were checked for their opening functionality.

11. TEST REQUIREMENTS
A force equal to 1-1/2 times the Unloaded Vehicle Weight is applied to the roof at the vehicle's body structure through a flat rigid force application plate.

The downward vertical movement at any point on the application plate shall not exceed 5.12". Each emergency exit of the vehicle shall be capable of opening during full application of the force and after release of the force.

12. TEST RESULTS
See the attached data page for test results.

13. CONCLUSION
The Glaval Bus 2011 G4500 Chevrolet Express, VIN No. 1GB6G5BL5B1181267, 96" Wide x 26' Long, Titan II, five (5) row passenger bus, did have adequate securement and structure to reach and sustain the test loads as required in FMVSS 220 Section S4, for the Unloaded Vehicle Weight.

The maximum deflection recorded was 3.1" at a maximum load of 15,947 lbf. The roadside, curbside, and the rear egress windows were operable under the required force application of 14,196 lbf and after release of the load.
Progressive Engineering Inc.
FMVSS 220 Rollover Protection Test

Date: 6/10/2015
Client: Glaval Bus
Vehicle / Specimen: 2011 G4500 Chevrolet Express, VIN No. 1GB9G5BL5B1181267,
Description: 96" wide x 26' Long, Titan II, five (5) row passenger bus.

Test Information

Application Plate Weight: 2,086 lb
Application Plate Size: 36" wide x 224" long

Unloaded Vehicle Weight *UVW: 9,464 lb
1-1/2 x UVW: 14,196 lbf

* The UVW was provided by: Rob Froelich of Glaval Bus

Test Details

<table>
<thead>
<tr>
<th>Load Increment</th>
<th>Actual Load</th>
<th>Front Roadside Corner</th>
<th>Front Curbside Corner</th>
<th>Rear Roadside Corner</th>
<th>Rear Curbside Corner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>500 lbf</td>
<td>.32&quot;</td>
<td>.32&quot;</td>
<td>.55&quot;</td>
<td>.55&quot;</td>
</tr>
<tr>
<td>50% of 1.5 x UVW</td>
<td>7,098 lbf</td>
<td>1.21&quot;</td>
<td>.95&quot;</td>
<td>.95&quot;</td>
<td>1.32&quot;</td>
</tr>
<tr>
<td>100% of 1.5 x UVW</td>
<td>14,196 lbf</td>
<td>2.89&quot;</td>
<td>2.15&quot;</td>
<td>1.77&quot;</td>
<td>2.21&quot;</td>
</tr>
<tr>
<td>At Max Load</td>
<td>15,947 lbf</td>
<td>3.10&quot;</td>
<td>2.40&quot;</td>
<td>2.07&quot;</td>
<td>2.63&quot;</td>
</tr>
<tr>
<td>Residual</td>
<td>2,086 lbf</td>
<td>1.76&quot;</td>
<td>1.63&quot;</td>
<td>1.20&quot;</td>
<td>1.27&quot;</td>
</tr>
</tbody>
</table>

See attached chart for more Load vs. Deflection data.

Max Load Attained: 15,947 lbf

PASS

Comments/Observations:
Cracking noises heard through out testing, mostly the sound of fiberglass being deformed. The corner over the driver head had deformation. During the testing it the front stanchion pole made contact with the roof. Rear of bus had some deformation noted in the roof bows with flattening out during the force application.

FMVSS 217 Emergency Exit Release in Pounds-Force (lbf)

<table>
<thead>
<tr>
<th></th>
<th>Handle Effort</th>
<th>Exit Release</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full Load</td>
<td>Unloaded</td>
<td>Full Load</td>
</tr>
<tr>
<td>Curb Side Window</td>
<td>5.3</td>
<td>5.3</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Road Side Window</td>
<td>11.5</td>
<td>11.1</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Rear Egress Window</td>
<td>11.5</td>
<td>13.9</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Low Force Requirement</td>
<td>&lt;20 lbf</td>
<td>&lt;20 lbf</td>
<td>&lt;20 lbf</td>
</tr>
<tr>
<td>High Force Requirement</td>
<td>&lt;60 lbf</td>
<td>&lt;60 lbf</td>
<td>&lt;40 lbf</td>
</tr>
</tbody>
</table>

* - The higher force of the two (2) handles is shown.
The load does not start or return to 0 lbf due to the platform weight, the values shown are based on deflection at 500 lbf.
Non-Galv. Parts to be Sprayed
Galvanize

NOT VERIFIED BY
PEI PERSONNEL

PART | QTY | DESCRIPTION | CUT FROM
-----|-----|-------------|------------
A    | 1   | Angle Steel, 1.00 x 1-1/2" x 1-1/2" x 0.125" | B3208005
B    | 1   | Channel Steel, 5.00 x 1-1/4" x 1-1/4" x 0.125" | B3208005
C    | 1   | Channel Steel, 5.00 x 1-1/4" x 1-1/4" x 0.125" | B3208005
D    | 4   | Tube Steel, Square, 1.00 x 1-1/2" x 46-1/2" | B3208005
E    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
F    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
G    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 46-1/2" | B3208005
H    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
I    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
J    | 1   | Tube Steel, Rectangular, 1.00 x 1-1/2" x 16-3/4" | B3208005
K    | 1   | Tube Steel, Rectangular, 1.00 x 1-1/2" x 16-3/4" | B3208005
L    | 1   | Tube Steel, Rectangular, 1.00 x 1-1/2" x 16-3/4" | B3208005
M    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
N    | 1   | Tube Steel, Square, 1.00 x 1-1/2" x 22-1/2" | B3208005
Isometric view for Clarity.

NOT VERIFIED BY PEI PERSONNEL

---

<table>
<thead>
<tr>
<th>PART</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PART NO.</th>
<th>CUT FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 92'</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 36-1/8&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>1</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 95-5/8&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>1</td>
<td>C-Channel, 16ga x 3-1/2&quot; x 79-1/2&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>1</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 84&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>2</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 11-1/8&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>2</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 26-1/4&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>2</td>
<td>Tube Steel, Sq. 16ga x 1-1/2&quot; x 22-3/8&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>8</td>
<td>Flat Steel, 11ga x 3&quot; x 2&quot;</td>
<td>B0200000</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>4</td>
<td>Window Radius</td>
<td>B-169</td>
<td></td>
</tr>
</tbody>
</table>

GLAVAL BUS
16ga Rear Wall
SP006RW C

Date: Sept. 8, 2013
Model: 96" Wide
Wheel Base: 108"

Drawn By: D Buell
FEDERAL MOTOR VEHICLE SAFETY STANDARDS
SUMMARY DESCRIPTION OF ALL STANDARDS

STANDARD NO. 101

Controls and Displays
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.
• This standard specifies requirements for the location, identification, and illumination of motor vehicle controls and displays. Its purpose is to ensure the accessibility and visibility of motor vehicle controls and displays and to facilitate their selection under daylight and nighttime conditions, in order to reduce the safety hazards caused by the diversion of the driver’s attention from the driving task, and by mistakes in selecting controls.

STANDARD NO. 102

• Transmission Shift Lever Sequence, Starter Interlock, and Transmission Braking Effect
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.
• This standard specifies the requirements for the transmission shift lever sequence, a starter interlock, and for a braking effect of automatic transmissions, to reduce the likelihood of shifting errors, starter engagement with vehicle in drive position, and to provide supplemental braking at speeds below 25 miles per hour.

STANDARD NO. 103

Windshield Defrosting and Defogging Systems
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.
• This standard specifies requirements for windshield defrosting and defogging systems for vehicles specified and manufactured for sale in the continental United States.

STANDARD NO. 104

Windshield Wiping and Washing Systems
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.
• This standard specifies requirements for windshield wiping and washing systems.

STANDARD NO. 105

Hydraulic Brake System
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses equipped with hydraulic service systems.
• This standard specifies requirements for hydraulic service brake and associated parking brake systems. Its purpose is to ensure safe braking performance under normal emergency conditions.

STANDARD NO. 106

Brake Hoses
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses, trailers, and motorcycles, and to hydraulic, air, and vacuum brake hose, brake hose assemblies, and brake hose end fittings for use in those vehicles.
• This standard specifies labeling and performance requirements for motor vehicle brake hose, brake hose assemblies, and brake hose end fittings. Its purpose is to reduce deaths and injuries occurring as a result of brake system failure from pressure of vacuum loss due to hose or hose assembly rupture.
STANDARD NO. 107

Reflecting Surfaces
Applies to: passengers cars, multipurpose passenger vehicles, trucks, and buses.
- This standard specifies reflecting surface requirements for certain vehicle components in the driver’s field of view.

STANDARD NO. 108

- Lamps, Reflective Devices, and Associated Equipment
Applies to: passengers cars, multipurpose passenger vehicles, trucks, and buses, trailers, and motorcycles; and lamps, reflective devices, and associated equipment for replacement.
- This standard specifies requirements for original and replacement lamps, reflective devices, and associated equipment. Its purpose is to reduce traffic accidents and deaths and injuries by providing adequate illumination of the roadway, and by enhancing the conspicuity of motor vehicles.

STANDARD NO. 109

New Pneumatic Tires
Applies to: passenger cars.
- This standard specifies tire dimensions and laboratory test requirements for bead Tread unseating resistance, strength, endurance, and high speed performance; defines to load ratings; and specifies labeling requirements for passenger car tires.

STANDARD NO. 110

Tire Selection and Rims
Applies to: passenger cars and non-pneumatic spare tire assemblies.
- This standard specifies requirements for tire selection to prevent tire overloading.

STANDARD 111

Rearview Mirrors
Applies to: passenger cars, multipurpose passenger vehicles, trucks, buses, school buses, and motorcycles.
- This standard specifies requirements for the performance and location of rearview mirrors. Its purpose is to reduce the number of deaths and injuries that occur when the driver of a motor vehicle does not have a clear and reasonably unobstructed view to the rear.

STANDARD NO. 112

Headlamp Concealment Devices
Applies to: passengers cars, multipurpose passenger vehicles, trucks, buses, and motorcycles.
- This standard specifies requirements for headlamp concealment devices.

STANDARD NO 113

Hood Latch System
Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.
- This standard established the requirements for providing a hood latch system or hood latch systems.
STANDARD NO. 114

Theft Protection

 Applies to: passengers cars, trucks, and multipurpose passenger vehicles having a GVWR of 10,000 pounds or less. However, it does not apply to walk-in van-type vehicles.

- This standard specifies requirements for the theft protection to reduce the incidence of accidents resulting from unauthorized use. It also specifies requirements to reduce the incidence of crashes resulting from rollaway of parked vehicles.

STANDARD NO. 115

- Vehicle Identification Number - Basic Requirements

 Applies to: passenger cars, multipurpose passenger vehicles, trucks, buses, trailers (including trailer kits), incomplete vehicles, and motorcycles.

- This standard specifies general physical requirements for a vehicle identification number (VIN) and its installation to simplify vehicle information retrieval and to reduce the incidence of accidents by increasing the accuracy and efficiency of vehicle recall campaigns. Vehicles imported into the United States, under Section 591.5(f) of the Code of Federal Regulations, are exempt from certain requirements of this standard.

STANDARD NO. 116

Motor Vehicle Brake Fluids

 Applies to: passenger cars, multipurpose passenger vehicles, trucks, buses, trailers, motorcycles, and to all fluid for use in hydraulic brake systems of motor vehicles.

- This standard specifies requirements for fluids for use in hydraulic brake systems of motor vehicles, containers for these fluids, and labeling of the containers. Its purpose is to reduce failures in the hydraulic braking systems of motor vehicles which may occur because of the manufacture or use of improper or contaminated fluid.

STANDARD NO. 117

Retreaded Pneumatic Tires

 Applies to: passengers cars and retreaded pneumatic tires.

- This standard specifies performance, labeling, and certification requirements for retreaded pneumatic passenger car tires. Its purpose is to require retreaded pneumatic passenger car tires to meet safety criteria similar to those for new pneumatic passenger car tires.

STANDARD NO. 118

Power-Operated Window, Partition, and Roof Panel Systems

 Applies to: passengers cars and multipurpose passenger vehicles.

- This standard specifies requirements for power-operated window, partition, and roof panel systems to minimize the likelihood of death or injury from their accidental operation.

STANDARD NO. 119

New Pneumatic Tires for Vehicles Other Than Passenger Cars

 Applies to: multipurpose passenger vehicles, trucks, buses, trailers, and motorcycles.

- This standard establishes performance and marking requirements for tires. Its purpose is to provide safe operational performance levels for tires used on motor vehicles other than passenger cars, and to place sufficient information on the tires to permit their proper selection and use.
STANDARD NO. 120

• Tire Selection and Rims for Motor Vehicles Other Than Passenger Cars

Applications to: multipurpose passenger vehicles, trucks, buses, trailers, motorcycles, and to rims for use on those vehicles, and to non-pneumatic spare tire assemblies for use on those vehicles.

• This standard specifies tire and rim selection requirements and rim marking requirements. Its purpose is to provide safe operational performance by ensuring that vehicles to which it applies are equipped with tires of adequate size and loading rating and with rims of appropriate size and type designation.

STANDARD NO. 121

Air Brake Systems

Applications to: trucks, buses, and trailers equipped with air brake systems, with some specific exemptions.

• This standard established performance and equipment requirements for baking systems on vehicles equipped with air brake systems. Its purpose is to insure safe braking performance under normal and emergency conditions.

STANDARD NO. 122

Motorcycle Brake Systems

Applications to: motorcycles.

• This standard specifies performance requirements for motorcycle brake systems. Its purpose is to insure safe motorcycle braking performance under normal and emergency conditions.

STANDARD NO. 123

Motorcycle Controls and Displays

Applications to: motorcycles.

• This standard specifies requirements for the location, operation, identification, and illumination of motorcycle controls and displays, and requirements for motorcycle stands and footrests. Its purpose is to minimize accidents caused by operator error in responding to the motoring environment, by standardizing certain motorcycle controls and displays.

STANDARD NO. 124

Accelerator Control Systems

Applications to: passenger cars, multipurpose passenger vehicles, trucks, and buses.

• This standard establishes requirements for the return of a vehicle’s throttle to the idle position when the driver removes the actuating force from the accelerator control system. Its purpose is to reduce deaths and injuries resulting from engine overspeed caused by malfunctions in the accelerator control system.

STANDARD NO. 126

Truck-Camper Loading

Applications to: slide-in campers.

• This standard requires manufacturers of slide-in campers to affix a label to each camper that contains information relating to certification, identification, and proper loading, and to provide more detailed loading information in the owner’s manual. Its purpose is to provide information that can be used to reduce overloading and improper load placement in truck-camper
matching, in order to prevent accidents resulting from the adverse effects of these conditions on vehicle steering and braking.

STANDARD NO. 127 (RESERVED)

STANDARD NO. 128 (RESERVED)

STANDARD NO. 129
New Non-Pneumatic Tires for Passenger Cars.

Applies to: new temporary spare non-pneumatic tires for use on passenger cars.

- This standard specified tire dimensions and laboratory test requirement for lateral strength, endurance, and high speed performance; defines the tire load rating; and specifies labeling requirements for non-pneumatic spare tires.

STANDARD NO. 130 - (RESERVED)

STANDARD NO. 131
School Bus Pedestrian Safety Devices

Applies to: school buses.

- This standard establishes requirements for devices that can be installed on school buses to improve the safety of pedestrians in the vicinity of stopped school buses.

STANDARD NO. 201
Occupant Protection in Interior Impact

Applies to: passenger cars and to multipurpose passenger vehicles, trucks, and buses with a GVWR of 10,000 pounds or less.

- This standard specifies requirements to afford impact protection for occupants.

STANDARD NO. 202
Head Restraints

Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.

- This standard specified requirements for head restraints to reduce the frequency and severity of neck injury in rear-end and other collisions.

STANDARD NO. 203
Impact Protection for the Driver From the Steering Control System

Applies to: passenger cars and to multipurpose passenger vehicles, trucks, and buses with a GVWR of 10,000 pounds or less. However, it does not apply to vehicles that conform to the frontal barrier crash requirements of FMVSS No. 208 by means of other than seat belt assemblies, not to walk-in vans.

- This standard specifies requirements for steering control systems that will minimize chest, neck, and facial injuries to the driver as a result of impact.

STANDARD NO. 204
Steering Control Rearward Displacement

Applies to: passenger cars and to multipurpose passenger vehicles, trucks, and buses with a
GVWR of 10,000 pounds or less. However, it does not apply to walk-in vans.

- This standard specifies requirements limiting the rearward displacement of the steering control into the passenger compartment to reduce likelihood of chest, neck, or head injury.

**STANDARD NO. 205**

**Glazing Materials**

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks, buses, motorcycles, slide-in campers, pickup covers, and to glazing materials used in motor vehicles.

- This standard specifies requirements for glazing materials for use in motor vehicles and motor vehicle equipment. Its purpose is to reduce injuries resulting from impact to glazing surfaces, to ensure a necessary degree of transparency in motor vehicle windows for driver visibility and to minimize the possibility of occupants being thrown through the vehicle windows in collisions.

**STANDARD NO. 206**

**Door Locks and Door Retention Components**

*Applies to:* passenger cars, multipurpose passenger vehicles, and trucks.

- This standard specifies requirements for side door locks and side door retention components including latches, hinges, and other supporting means, to minimize the likelihood of occupants being thrown from the vehicle as a result of impact.

**STANDARD NO. 207**

**Seating Systems**

*Applies to:* passenger cars, multipurpose passenger vehicles, and trucks.

- This standard establishes requirements for seats, their attachment assemblies, and their installation to minimize the possibility of their failure by forces acting on them as a result of vehicle impact.

**STANDARD NO. 208**

**Occupant Crash Protection**

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks, buses, pressure vessels, and explosive devices.

- This standard specifies performance requirements for the protection of vehicle occupants in crashes. Its purpose is to reduce the number of deaths of vehicle occupants, and the severity of injuries, by specifying vehicle crash-worthiness requirements in terms of forces and accelerations measured on anthropomorphic dummies in test crashes, and by specifying equipment requirements for active and passive restraint systems.

**STANDARD NO. 209**

**Seat Belt Assemblies**

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks, and buses.

- This standard specifies requirements for seat belt assemblies.

**STANDARD NO. 210**

**Seat Belt Assembly Anchorage’s**

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks, and buses.
- This standard establishes requirements for seat belt assembly anchorage's to insure their proper location for effective occupant restraint and to reduce the likelihood of their failure.

STANDARD NO. 211

Wheel Nuts, Wheel discs, and Hub Caps

*Applies to:* passenger cars, multipurpose passenger vehicles, and such type motor vehicle equipment.

- This standard precludes the use of wheel nuts, wheel discs, and hub caps that constitute a hazard to pedestrians and cyclists.

STANDARD NO. 212

Windshield Mounting

*Applies to:* passenger cars, multipurpose

- This standard establishes windshield retention requirements for motor vehicles during crashes. Its purposes is to reduce crash injuries and fatalities by providing for retention of the vehicle windshield during a crash, thereby utilizing fully the penetration-resistance and injury-avoidance properties of the windshield glazing materials and preventing the ejection of occupants from the vehicle.

STANDARD NO. 213

Child Restraint Systems

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks, buses, and child restraint systems for use in motor vehicles and aircraft.

This standard specifies requirements for child restraint systems used in motor vehicles and aircraft. Its purpose is to reduce the number of children killed or injured in motor vehicle crashes and in aircraft.

STANDARD NO. 214

Side Impact Protection

*Applies to:* passenger cars, multipurpose passenger vehicles, trucks and buses with a GVWR of 10,000 lbs. or less.

- This standard specifies performance requirements for protection of occupants in side impact crashes. Its purpose is to reduce the risk of serious and fatal injury to occupants of passenger cars in side impact crashes by specifying vehicle crash-worthiness requirements in terms of accelerations measured on anthropomorphistic dummies in test crashes, by specifying strength requirements for side doors, and by other means.

STANDARD NO. 215 (RESERVED)

STANDARD NO. 216

Roof Crush Resistance

*Applies to:* passenger cars and multipurpose passenger vehicles, trucks and buses with a GVWR of 6,000 pounds or less. However, it does not apply to school buses or convertibles.

- This standard establishes strength requirements for the passenger compartment roof. Its purpose is to reduce deaths and injuries due to the crushing of the roof into the passenger compartment in rollover accidents.
STANDARD NO. 217

Bus Emergency Exits and Release

 Applies to: buses, except buses manufactured to transport persons under physical restraint.

- This standard establishes requirements for the retention of windows other than windshields in buses, and establishes operating forces, opening dimensions, and markings for push out bus windows and other emergency exits. Its purpose is to minimize the likelihood of occupants being thrown from the bus and to provide a means of readily accessible emergency egress.

STANDARD NO. 218

Motorcycle Helmets

 Applies to: This standard applies to all helmets designed for use by motorcyclists and other motor vehicle users.

- This standard establishes minimum performance requirements for helmets designed for use by motorcyclists and other motor vehicle users. Its purpose is to reduce deaths and injuries to motorcyclists and other motor vehicle users resulting from head impacts.

STANDARD NO. 219

Windshield Zone Intrusion

 Applies to: passenger cars and to multipurpose passenger vehicles, trucks and buses of 10,000 pounds or less GVWR. However, it does not apply to forward control vehicles, walk-in van-type vehicles, or to open-body-type vehicles with fold-down or removable windshields.

- This standard specifies limits for the displacement into the windshield area of motor vehicle components during a crash. Its purpose is to reduce crash injuries and fatalities that result from occupants contacting vehicle components displaced near or through the windshield.

STANDARD NO. 220

School Bus Rollover Protection

 Applies to: school buses.

- This standard establishes performance requirements for school bus rollover protection. Its purpose is to reduce the number of deaths and the severity of injuries that result from failure of the school bus body structure to withstand forces encountered in rollover crashes.

STANDARD NO. 221

School Bus Body Joint Strength

 Applies to: school buses over 10,000 pounds GVWR.

- This standard establishes requirements for the strength of the body panel joints in school bus bodies. Its purpose is to reduce deaths and injuries resulting from the structural collapse of school bus bodies during crashes.

STANDARD NO. 222

School Bus Passenger Seating and Crash Protection

 Applies to: school buses.

- This standard establishes occupant protection requirements for school bus passenger seating and restraining barriers. Its purpose is to reduce the number of deaths and the severity of injuries that result from the impact of school bus occupants against structures within the vehicle during crashes and sudden driving maneuvers.
STANDARD NO. 301

Fuel System Integrity

Applies to: passenger cars, multipurpose passenger vehicles, trucks and buses with a GVWR of 10,000 pounds or less, and use fuel with a boiling point above 32 degrees F, and school buses with a GVWR of 10,000 pounds or more and use fuel with a boiling point above 32 degrees F.

- This standard specifies requirements for the integrity of motor vehicle fuel systems. Its purpose is to reduce deaths and injuries occurring from fires that result from spillage during and after motor vehicle crashes.

STANDARD NO. 302

Flammability of Interior Materials

Applies to: passenger cars, multipurpose passenger vehicles, trucks, and buses.

- This standard specifies burn resistance requirements for materials used in the occupant compartments of motor vehicles. Its purpose is to reduce deaths and injuries to motor vehicle occupants caused by vehicle fires, especially those originating in the interior of the vehicle from sources such as matches or cigarettes.

STANDARD NO. 303

Fuel System Integrity of Compressed Natural Gas Vehicles (CNG)

Applies to: passenger cars, multipurpose passenger vehicles, trucks and buses that have a GVWR of 10,000 pounds or less and use CNG as a motor fuel; and school buses.

- This standard specifies requirements for the integrity of motor vehicle fuel systems using CNG, including the CNG fuel systems of bi-fuel, dedicated, and dual fuel CNG vehicles.

STANDARD NO. 304

Compressed Natural Gas Fuel Container Integrity

Applies to: containers designed to store CNG as motor fuel on-Board any motor vehicle.

This standard specifies requirements for the integrity of CNG, motor vehicle fuel containers. Its purpose is to reduce deaths and injuries occurring from fires that result from fuel leakage during and after motor vehicle crashes.
5. Purchasers Requirements Certificate
Pre Award -Purchasers Certification
Configuration Audit and Quality Assurance Verification

This document certifies that the MBTA performed preliminary audit at the Glaval plant located in Elkhart Indiana for the Cal/Act consortium general Procurement. This certification document verifies that Glaval has the capabilities to produce and meet the intent of the Cal/Act specifications and they have all of the appropriate equipment in place to insure the highest quality possible as compared to standard QA and industry. Therefore, this certificate deems that Glaval meets the provisions of CFR 49 part 661 Pre Award Glaval for specification compliance and they are deemed qualified to build the product as outlined in their technical proposal.

FTA requires that an audit of the configuration of at least one vehicle be performed at the end of the production line to further insure that has met their obligations.

Auditors Signature ________________________________
4-7-2016 Date

Agency Signature ________________________________
4-7-2016 Date

Certified by
MBTA
Morongo Basin Transit Authority (MBTA)
RFP 15-03

Pre-Award Review Certifications.

Joe G. Meer, acting on behalf of MBTA and CalACT Purchasing Cooperative participants under MBTA RFP 15-03 certifies the following:

I. PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart B, the recipient is satisfied that the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales awarded under this contract meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturers, which list (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed locations of the final assembly points for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

Date: April 7, 2016

Signature: [Signature] Title: Director of Purchasing

II. PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart B, the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales are the same products described in the recipient’s solicitation specification and their proposed manufacturers are responsible firms with the capability produce buses that meets the specification as set forth in the RFP.

Date: April 7, 2016.

Signature: [Signature] Title: Director of Purchasing

III. PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart D, a copy of A-Z Bus Sales, Inc., Creative Bus Sales self-certification information stating that buses proposed will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Safety Administration in Title 49 of the Code of Federal Regulations, Part 571, was included in the bid documents received.

Date: April 7, 2016.

Signature: [Signature] Title: Director of Purchasing
6. Plant Pictures
6. Plant Pictures

(Reserved agency at the time of purchase)
7. Supporting Manufacturers Documentation
A. Quality Assurance Operating Manual
From: June Van Nevel  
Sent: Wednesday, January 06, 2016 7:50 PM  
To: June Van Nevel  
Subject: GQSM9001.03 Glaval Quality System Map.doc

GQSM9001.03 - Glaval Bus, Elkhart, IN  
Justification: Not Applicable

Quality Management System:  
- 4.1 Quality Management System/General  
- 4.2 Documentation Requirements  
- 4.2.2 Quality Manual  
- 4.2.3 Control of Documents  
- 4.2.4 Control of Records

Responsibility and Authority:  
5.1 Management Responsibility / Commitment  
5.2 Customer Focus  
5.3 Quality Policy  
5.4 Planning / Quality Objectives  
5.5 Management Representative  
5.5.2 Management Representative

Resource management:  
6.1 Provisions of Resources  
6.2 Human Resources  
6.3 Infrastructure  
6.4 Work Environment

Process Realization:  
7.1 Planning of Production Realization  
7.2 Customer Related Processes  
7.3.1, 7.3.2 Determination and Review of Requirements  
7.3.3 Customer Communication  
7.4 Purchasing  
7.4.1, 7.4.2, 7.4.3 Process / Information / Verification of Purchased Product

Measurement, Analysis and Improvement:  
8.1 Measurement, Analysis and Improvement

Production Process:

ENGINEERING:
- Review order  
- Order confirmation & information sent to Dealer

PURCHASING:
- Order
- ECN

RECEIVING:
- New model/o.p.  
- Purchase
- ECN

PAINT:
- Painting
- Painting / Refinish
- Interior / Exterior

SERVICE AND WARRANTY:
- Customer Service Parts
- Parts are received per receiving process

*Denotes Required Documented Procedures
**Process Owner:** Production Manager

**Process Objective:** Weld units to meet customer requirements.

---

**Process Management**

---

**Inputs**

- Production Personnel
- Tape Measure Jigs
- Green Job Packet

**Support Activities**

- Internal Audits
- Training

**Resources- Personnel, Equipment, Facilities, Tooling, Information**

- Plant Meeting
- Safety Meeting
- Tape Measure Jigs
- Crane Lift
- Forklifts
- Two Way Radios
- Welding
- Green Job Packet
- Traveler
- On Line Inspection

---

**Large Bus Line**

- Welding-Floor

**Small Bus Line**

- Wall Weld Fixture
- Wall Weld Fixture
- Wall Weld Fixture

**Outputs**

- Fiberglass Prep
- Roof Lamination
- Skirt Prep

---

**Controls**

- Green Job Packet
- Inspection Internal
- Audits ISO/QVM

---

**Measures Targets/ Actuals**

- Internal Audits
- Training

---

**Process Management**

---

**Large Bus Line**

- Welding-Floor

**Small Bus Line**

- Wall Weld Fixture
- Wall Weld Fixture
- Wall Weld Fixture

---

**Outputs**

- Fiberglass Prep
- Roof Lamination
- Skirt Prep
Process Owner: Final Inspection Manager and Supervisor

Process Objective: Inspect large and small busses to internal and external requirements.

Management Activities
- Plant Meeting
- Safety Meeting

Resources
- Personnel
- Equipment
- Facilities
- Tooling
- Information

Final Personnel
- Tape Measure
- Jigs
- Two Way Radios
- Cleaning Supplies
- Water Check
- Equipment Scales

Controls
- Gig Sheet
- Final Inspection
- PDI / Road Test Documentation
- Customer Requirements
- QVM / DOT

Measures Targets/Actuals
- Green Job Packet
- Final Inspection
- Customer Requirements
- Departmental Objectives
- Internal Audits
- ISO / QVM
- Training

Process Management
- OEM / Final Storage
- Offices
- Tire Racks
- Scale Table
- Scale
- Graphics

Inputs
- Large and Small Buses

Outputs
- Customer
- Ship Row
- Vendor
- Prep / Paint
- Water Bay

Ramp Bay

Bay 1
Bay 2
Bay 3
Bay 4
Bay 5
Bay 6
Bay 7
Bay 8
Bay 9
Process Owner: Specialty Inspection Manager and Supervisor Process

Objective: Add customer requirements to meet customer expectations.
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Model #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Braun</td>
<td>Ricon</td>
<td>Maxon</td>
</tr>
</tbody>
</table>
BUS WEIGHING/CERTIFICATION PROCEDURE

1. THE BUS SHOULD BE FREE OF ANY TOOLS OR EXTRA EQUIPMENT (SPARE TIRES, ETC.)
2. THE BUS SHOULD BE FREE OF ANY SNOW OR ICE.
3. ALL SEATS SHOULD BE INSTALLED IN THE PROPER LOCATION (NOTHING LOOSE)
4. THE FUEL AMOUNT WHEN DRIVEN ONTO THE SCALE SHOULD BE NOTED ON THE SHEET GIVEN TO ENGINEERING FOR THE LOADED WEIGHT CALCULATIONS.
5. THE DRIVER SHOULD NOT BE IN THE BUS WHILE IT IS BEING WEIGHED.

UNIT# ________________________________
DATE: ________________________________
MODEL: ________________________________ LENGTH:

FUEL TYPE: GAS DIESEL
WEIGHER: ________________________________
ATTACH WEIGHT SHEET

GLAVAL BUS DIVISION VEHICLE WEIGHT

<table>
<thead>
<tr>
<th>DATE</th>
<th>STEER</th>
<th>GROSS</th>
<th>DRIVE</th>
<th>UNIT#</th>
<th>P.O.#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### TRAVELER - PROCESS CONTROL LINE INSPECTION WORKSHEET

<table>
<thead>
<tr>
<th>Unit#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART</td>
</tr>
<tr>
<td>DOOR HEADER</td>
</tr>
<tr>
<td>EVAP 1</td>
</tr>
<tr>
<td>EVAP2</td>
</tr>
<tr>
<td>EVAP 3</td>
</tr>
<tr>
<td>COND 1</td>
</tr>
<tr>
<td>COND 2</td>
</tr>
<tr>
<td>COND 3</td>
</tr>
<tr>
<td>HEATER 1</td>
</tr>
<tr>
<td>HEATER 2</td>
</tr>
<tr>
<td>THEATER 3</td>
</tr>
<tr>
<td>HEATER 4</td>
</tr>
<tr>
<td>LIFT</td>
</tr>
<tr>
<td>ALTERNATOR</td>
</tr>
<tr>
<td>RADIO</td>
</tr>
<tr>
<td>VIDEO (DVD)</td>
</tr>
<tr>
<td>ENTRY KEYS</td>
</tr>
<tr>
<td>LIFT KEYS</td>
</tr>
<tr>
<td>REAR DOOR KEYS</td>
</tr>
<tr>
<td>BATHROOM DOOR KEYS</td>
</tr>
<tr>
<td>UNDER LUGGAGE KEYS</td>
</tr>
<tr>
<td>FRONT GRILL KEYS</td>
</tr>
<tr>
<td>FUEL FILL KEYS</td>
</tr>
<tr>
<td>ERHEAD GLOVE BOX KEY</td>
</tr>
<tr>
<td>WEBASTO</td>
</tr>
<tr>
<td>PA/MIC</td>
</tr>
<tr>
<td>TELMA</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>FAIRBOX</td>
</tr>
<tr>
<td>EXTERIOR MIRRORS</td>
</tr>
<tr>
<td>MONITOR 1</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>CAMERA 1</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>DVR</td>
</tr>
<tr>
<td>FAIRBOX KEYS</td>
</tr>
<tr>
<td>EXTERIOR MIRRORS'S</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Chassis Prep</td>
</tr>
<tr>
<td>--------------</td>
</tr>
<tr>
<td>VIN number correct with order.</td>
</tr>
<tr>
<td>Fuel line torqued to tank.</td>
</tr>
<tr>
<td>Battery Test</td>
</tr>
<tr>
<td>Torque check fuel line every 5th bus.</td>
</tr>
<tr>
<td>Chassis options</td>
</tr>
<tr>
<td>Stretched or D-stretched Chassis-installed proper brake and fuel lines and correct</td>
</tr>
<tr>
<td>Mor/Ryde suspension adjusted for lift and torque</td>
</tr>
<tr>
<td>Torque check Mor/Ryde suspension every 5th bus</td>
</tr>
<tr>
<td>Add-A-Leaf u-bolts replaced and torqued properly to OEM specifications</td>
</tr>
<tr>
<td>Frame extensions or dropfloor luggage structure correct and painted</td>
</tr>
<tr>
<td>Starting mileage</td>
</tr>
<tr>
<td>Key Code Ford Only</td>
</tr>
<tr>
<td>Tires</td>
</tr>
<tr>
<td>Floormount</td>
</tr>
<tr>
<td>VIN number correct with order.</td>
</tr>
<tr>
<td>installed warranty bag (blue or plastic)</td>
</tr>
<tr>
<td>Correct floor installed on chassis</td>
</tr>
<tr>
<td>Proper torque for floor to frame bolts.</td>
</tr>
<tr>
<td>Proper cut floor track per specifications</td>
</tr>
<tr>
<td>Torque check floor bolts every 5th bus.</td>
</tr>
<tr>
<td>Exhaust and hangers</td>
</tr>
<tr>
<td>A/C condenser and log serial number onto page one of Traveler</td>
</tr>
<tr>
<td>Heat shield installed correctly, not covering wheelchair restraint mounting location</td>
</tr>
<tr>
<td>Framing</td>
</tr>
<tr>
<td>Proper torque for roof and wall bolts.</td>
</tr>
<tr>
<td>Torque check roof and wall bolts every 5th bus.</td>
</tr>
<tr>
<td>Squareness of entire structure</td>
</tr>
<tr>
<td>Squareness of the wheelchair opening.</td>
</tr>
<tr>
<td>Squareness of the entry door opening.</td>
</tr>
<tr>
<td>Battery box and Tray</td>
</tr>
<tr>
<td>Battery box hold down straps</td>
</tr>
<tr>
<td>Squareness of the restroom walls</td>
</tr>
<tr>
<td>Correct door header.</td>
</tr>
<tr>
<td>Exterior Luggage box or boxes</td>
</tr>
</tbody>
</table>

**Supervisor Sign Off**

**Fiberglass Department**

- Transition Window
- Correct type of front cap lights
- Alignment of front Cap
- Destination Window
- Apollo, Lowfloor or Synergy Windshield
- Correct type of rear cap lights
- Skirting
- Exterior Luggage Box or Boxes
- Trimmed Doorways
- Drip Rail
- Battery Door
- Fuel Fill
- Locking fuel door
- Rear Bumper

**Entry Way**

- Entry Step covering
- Step Nosing
- Standee Line

**Decking Area**

- Plywood flooring
- Polyethylene Underbelly
- Underbelly Steel
- Fuel System-No fasteners near the fuel tank, fuel lines or fuel fill vent or hoses.
- Lift Pan-correct for lift
<table>
<thead>
<tr>
<th>Interior Wall Department</th>
<th>Flooring Area</th>
<th>Supervisor Sign Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Wav Preo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Ceiling Panels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior walls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Luggage area</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| W/C Chair Securments     |               |
| Floor-Covering           |               |

| Electrical #1            |               |
| Under bus plumbing hoses |               |
| Under Bus Electrical Wiring |           |
| A/C hoses                |               |
| Heaters and heater hoses |               |
| License Plate Holder     |               |

| Exterior Lights          |               |
| interior Wiring          |               |
| Placement of warranty papers in blue or plastic bag | |
| Harnesses               |               |
| Switches-labeled & illuminated |           |
| Installation of fuse box |               |
| Evaporator              |               |
| Console installation    |               |
| Grease Kubota Switch    |               |

| Electrical #2            |               |
| interior Wiring          |               |
| Placement of warranty papers in blue or plastic bag | |
| Harnesses               |               |
| Switches-labeled & illuminated |           |
| Installation of fuse box |               |
| Evaporator              |               |
| Console installation    |               |
| Grease Kubota Switch    |               |
| Interior Lights          |               |
| OEM Dash Pieces          |               |

<table>
<thead>
<tr>
<th>Checked by: Initials</th>
<th>Insp Initials</th>
<th>Checked by: Initials</th>
<th>Insp Initials</th>
<th>Checked by: Initials</th>
<th>Insp Initials</th>
<th>Wiring Only</th>
<th>Checked by: Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C fan spds</td>
<td>STEP LIGHTS</td>
<td>LIFT INTERLOCK</td>
<td>Front AC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TURN SIGNALS</td>
<td>ENTRY DOOR</td>
<td>SPEAKERS</td>
<td>Pull Cord System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRAKE LIGHTS</td>
<td>KEY SWITCH</td>
<td>INTERIOR LIGHTS</td>
<td>Ext. Heated Mirrors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEARANCE LIGHTS</td>
<td>ADA LIGHTS</td>
<td>LUGGAGE RACK LIGHTS</td>
<td>PA Exterior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIDE DIRECTIONAL LIGHTS</td>
<td>HORN</td>
<td>BATTERY DISCONNECT</td>
<td>Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HEAD LIGHTS</td>
<td>WIPERS</td>
<td>DEFROST FAN</td>
<td>TV</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAZARDS 4-WAYS</td>
<td>DOME LIGHT</td>
<td>FAST IDLE</td>
<td>DVD/VCP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BACK UP LIGHTS</td>
<td>CONSOLE SWITCHES</td>
<td>DESTINATION SIGN</td>
<td>Speakers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BACK UP ALARM</td>
<td>RADIO</td>
<td>HOUR METER</td>
<td>Interior Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HEATER</td>
<td>LIFT</td>
<td>LICENSE PLATE HOLDER</td>
<td>Luggage Rack Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PULL CORD SYSTEM</td>
<td>GAUGES</td>
<td>VCP</td>
<td>Defrost Fan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXT. HEATED MIRRORS</td>
<td>TV/Monitor</td>
<td>WINDOW ALARMS</td>
<td>Destination Sign</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA</td>
<td>DVD</td>
<td>Webasto</td>
<td>Window</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Supervisor Sign Off**

**AC Installers**

- Serial numbers written on first page of traveler.-See inspection paper in green folder
- Condensers working properly-See inspection paper in green folder
- Engine properly put back together-See inspection paper in green folder
- A/C check for proper heating and cooling temperatures.-See inspection paper in green folder

**ABS**

- ABS Fit and Finish

**L.**

- Light Bars
- Glove Box
- OEM Seat belts
- Kick Panel
- Torque Check Seat Belt Bolts-Every 5th Unit
- Escape Hatch

**Supervisor Sign Off**
Correct installation of windows means: Correct positions per print, they need to be sealed with limited rubber sticking out, all square windows must line up with each other, and no sharp screws.

<table>
<thead>
<tr>
<th>Windows Installation</th>
<th>Caulking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caulking-Metal Roof</td>
<td></td>
</tr>
<tr>
<td>Caulking-Exterior</td>
<td></td>
</tr>
<tr>
<td>Caulking-Interior Floor Track</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Underbody Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel System</td>
</tr>
<tr>
<td>Heater Valves</td>
</tr>
<tr>
<td>Mor/Ryde Suspension</td>
</tr>
<tr>
<td>Wheel Chair Securement Bolts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doors W/C</th>
<th>Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift</td>
<td>Seats</td>
</tr>
<tr>
<td>Lift Operation</td>
<td>Floor Track</td>
</tr>
<tr>
<td>Lift Torque</td>
<td>Wall Track</td>
</tr>
<tr>
<td>Lift Door</td>
<td>Seatbelts</td>
</tr>
<tr>
<td>Lift Bolts</td>
<td>-J-t-nuts and or Spring-nuts</td>
</tr>
<tr>
<td>Rear Door</td>
<td>Interior Components</td>
</tr>
<tr>
<td>Entry Door</td>
<td>Exterior Mirrors</td>
</tr>
<tr>
<td>Door Seal Installed and Fitting Tight</td>
<td>A/C Cover</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interior Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>Running Board</td>
</tr>
<tr>
<td>Safety Package</td>
</tr>
<tr>
<td>Handicap Belts</td>
</tr>
<tr>
<td>Storage Pouches</td>
</tr>
<tr>
<td>Stanchions</td>
</tr>
<tr>
<td>Grabrails</td>
</tr>
<tr>
<td>Engine Cover and Console</td>
</tr>
<tr>
<td>Overhead Luggage Rack</td>
</tr>
<tr>
<td>Standing Luggage Rack</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor Sign Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undercoat</td>
</tr>
<tr>
<td>Foaming</td>
</tr>
<tr>
<td>Headlights</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior</td>
</tr>
<tr>
<td>Exterior</td>
</tr>
<tr>
<td>Options</td>
</tr>
<tr>
<td>Electrical</td>
</tr>
<tr>
<td>Paint</td>
</tr>
<tr>
<td>Signals</td>
</tr>
<tr>
<td>A/C</td>
</tr>
<tr>
<td>Transfer warranty papers from bag to permanent blue bag</td>
</tr>
</tbody>
</table>
have checked the bus and all the work was completed in my department per the order when the bus was moved.  

<table>
<thead>
<tr>
<th>Department</th>
<th>Group Leader</th>
<th>Group Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welding &amp; Framing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. 7 Small Line Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Big Line</td>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
<tr>
<td>Sales Order not clear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints Wrong</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Parts (Carded)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Part (Purch)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Special Build Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Eng)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Prod)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM Part Missing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oem Part Damaged</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decking-Interior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Rubber</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. 6 - Both Lines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Order not clear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints Wrong</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Parts (Carded)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Part (Purch)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Special Build Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Eng)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Prod)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM Part Missing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oem Part Damaged</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiberglass &amp; Step Ru</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. 4 Small Line Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Big Line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Order not clear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints Wrong</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Parts (Carded)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Std Part (Purch)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Special Build Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Eng)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Steel (Prod)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM Part Missing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oem Part Damaged</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work was not completed or we were delayed completing our work for the following reasons. List shortages below.

1 Note: This report will placed in the green folder and a copy given to the Plant Manager after the bus is off line.
I have checked the bus and all the work was completed in my department per the order when the bus was moved.

I have checked the bus and all the work was not in my department per the order when the bus was moved.

**Work was not completed or we were delayed completing our work for the following reasons.**

**List shortages below.**

<table>
<thead>
<tr>
<th>Department</th>
<th>Group Leader</th>
<th>Group Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABS, Electrical &amp; Pluml</td>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
<tr>
<td>Dept. 3 Small Line Dept.</td>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
<tr>
<td>10 Big Line</td>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
<tr>
<td>Sales Order not clear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints Wrong Std</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts (Carded) Short Std</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part (Purch) Short Special</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Build Parts Missing Steel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Eng) Missing Steel (Prod)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM Part Missing OEM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Damaged</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dept. 1 - Seats & Inte**

<table>
<thead>
<tr>
<th>Group Leader</th>
<th>Group Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. 2 - Doors, Door Prc</th>
<th>Group Leader</th>
<th>Group Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sign &amp; Date</td>
<td>Sign &amp; Date</td>
</tr>
</tbody>
</table>

- Sales Order not clear
- Prints Wrong Std
- Parts (Carded) Short
- Std Part (Purch) Short
- Special Build Parts
- Missing Steel (Eng)
- Missing Steel (Prod)
- OEM Part Missing
- OEM Part Damaged
- Short Seats Seats
- came in wrong Seats
- Damaged

2 Note: This report will placed in the green folder and a copy given to the Plant Manager after the bus is off line.
Water Test

Bus #

Entry Door: ________________
Lift Door: ________________
Rear Door: ________________
Front Destination Window:
Rear Egress Window: _____
Curb Side Windows: _______
Road Side Windows:
Cockpit Windows:
Driver Door: ______
Passenger Door: _
Escape Hatch: ____
Other Specify: ____

Done by: __________
Date:
# Electrical Prep Off Line Inspection

**Bus #** ____________________ **Bus Type**

<table>
<thead>
<tr>
<th>Circuit Board</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are all fuses and relays installed for all options per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all grounds grounded?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all wires tight and neatly tied together?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are the correct Amp’d fuse installed per option?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did you use the proper gauge wires?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you checked to make sure there are no loose connections?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wire Harnesses</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are all options ran into wire harness per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are wires loomed pinned, capped, plugged properly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If bus is an FDOT, are there no butt connectors?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you checked to make sure there are no loose connections?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are the wires in the harness correctly labeled and color coded?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Switch Plates</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the switch plate have all the proper switches installed and are they labeled correctly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do the wires have the correct ends installed so that it can be properly plugged into dash?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all wires tight and tied neatly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do all switches work correctly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you checked to make sure there are no loose connections?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cart</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are all serial #’s written down for the TV’s, radios, VCP, etc?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all the correct parts on the cart for the specific bus?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Roof Skinning Off Line Inspection

<table>
<thead>
<tr>
<th>Roof Skinning</th>
<th>Employee Date Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proper skin installed per order?</td>
<td></td>
</tr>
<tr>
<td>Is the roof foamed correctly?</td>
<td></td>
</tr>
<tr>
<td>If order calls for ADA lights, are wires ran?</td>
<td></td>
</tr>
<tr>
<td>Is the proper roof panel installed per order?</td>
<td></td>
</tr>
<tr>
<td>Is wire run for any fluorescent lights?</td>
<td></td>
</tr>
</tbody>
</table>
# Sidewalls Off Line Inspection

<table>
<thead>
<tr>
<th>Sidewalls</th>
<th>Employee</th>
<th>Date</th>
<th>Inspec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the number and size of windows correct per order &amp; print?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If order calls for lift, is the lift area square?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are welds up to standard and painted?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are both sidewalls built per order &amp; print?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C
# Roof Off Line Inspection

<table>
<thead>
<tr>
<th>Bus #</th>
<th>Bus Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Is the correct Ale metal installed?  
- Is the proper metal installed per order?  
- Are welds up to standard and painted?  
- Is roof built to print and order?
# Weld Floor Off Line Inspection

<table>
<thead>
<tr>
<th>Weld Floor</th>
<th>Employee</th>
<th>Date</th>
<th>Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was floor built per print and order?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is all the proper metal installed per order?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all welds done correctly and painted?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Lamination Off Line Inspection

Bus # _______________________ Bus Type__

## Lamination

<table>
<thead>
<tr>
<th>Lamination</th>
<th>Time</th>
<th>Employee</th>
<th>Date</th>
<th>Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was the proper skin laminated to the sidewall/backwall</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frame Prep</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all the windows routed out correctly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radius Block Installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is roof skin laminated correctly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foam Installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Table Cleaned</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Prepped &amp; Checked for Scratches &amp; Debris</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glued</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows &amp; Opening Routed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anti Wicked</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleaned</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door Properly Laminated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Table#</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backwall completely routed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottom of sidewalls routed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Door Prep Off Line Inspection

Bus #_________________ Bus Type

<table>
<thead>
<tr>
<th>Lamination</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was door trim sealed properly??</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the correct handle installed per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the correct window installed in door per order?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Stanchions & Grab Rails Off Line Inspection

<table>
<thead>
<tr>
<th>Stanchions &amp; Grab Rails</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was the correct stanchions made per order e.g. correct panel, correct padding, etc.?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all fittings tight on stanchions with no sharp screws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If order calls for luggage rack, was it made per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all fittings tight on luggage racks, and correct panels installed, with no loose fittings or sharp screws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were the correct overhead grab rails or entry rails made per order with no loose connections or sharp screws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If order calls for running board, was the correct one prepped?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Powder coated?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ALIGNMENT INFORMATION

VIN:
BUS NUMBER:
MILEAGE:
YEAR:
MAKE:
MODEL:
INITIALS / DATE:

PRF051.02
PRF063.00

Back Wall Off Line Inspection

Bus # _________________ Bus Type _________________

Emp. ____________ Date ____________ Inspector ____________

<table>
<thead>
<tr>
<th>Question</th>
<th>Emp.</th>
<th>Date</th>
<th>Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is back wall made to print and order?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there any specialty walls that need to be built? Luggage walls,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>bathroom walls?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If there is a specialty wall was steel added were needed?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Door Weld Prep Off Line Inspection

Bus #________________  Bus Type

<table>
<thead>
<tr>
<th>Lamination</th>
<th>Employee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was correct door and frame made per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the correct lift door made per order?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the order called for luggage box doors were the doors correct?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Cleaning Department Check List

_______  ____________________________ UNIT# UNIT# UNIT# UNIT# UNIT# UNIT# initials Date

11. Wipe down walls DS/CS

2. Clean floor/Under heaters/5 Place seat

3. Vacuum Unit/Rear luggage

4. Clean ceiling/Pencil marks

5. Caulk floor/Steps, Clean black marks off entry trim

6. Clean dash area/Electrical panel

7. Clean all exterior win'dows/Unit

8. Clean interior windows/seal/Trim track

9. Clean all overheads

10. Apply brown paper where required

11. Caulk exterior if required

12. Vacuum Under Lift Pan

13. Bumpers/Tires

14. Vacuum battery tray

15. Reclean
## Titan IILF Inspection List

### Systems:

<table>
<thead>
<tr>
<th>Operation/Function</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kneel/Raise Operation (3 times)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Interlock in Kneel Position</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park &amp; Park Brake interlock for Ramp Operation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Micro Switch in Door Header Operation for Ramp Deployment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audible/Visual Alarm for Kneel/Raise Function if Equipped</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Ramp:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cycle Ramp 3 Times</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document Ramp Serial Number:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweep/Clear All Trash and Debris from Ramp Prior to Stowing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dampener Tape Installed to Prevent Ramp Rattle (Braun &amp; Ricon)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confirm Manual Release Function on Braun Ramps Only</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Interior:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheelwells Sealed (Corners and Base)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect for Flooring Damage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall/Floor Interaction Finish</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEF Tank Cover Sealed and Secured Correctly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Suspension/Ramp Operation&quot; Decal Installed Over Cockpit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;No Towing&quot; &amp; &quot;Kneeling Bus&quot; Decals On Lower C/S Rear Bus Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confirm Exterior Toggle for Door Operation if Equipped/Key Std.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confirm Exterior Toggle for Ramp Operation if Equipped</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confirm Exterior Toggle for Kneel Operation if Equipped</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhaust Extends Beyond C/S Sidewall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire Pressure (Front 65psi / Rear 80psi) Test Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;No Towing&quot; &amp; &quot;Kneeling Bus&quot; Decals On Lower C/S Rear Bus Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front End Alignment Completed</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Under Hood:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compressor Installed and Operational</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Compressor Oil&quot; Decal Placement on Underside of Hood on C/S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect Clearances for Kneeling Compressor Intake/Output Lines</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Under Body:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm Air Suspension Ride Height According to Given Parameters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for Air Leaks at All Fittings, Air Springs, &amp; Module</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Sensor Harnesses Secured</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heat Sheild Clearance (Approx. 1/4&quot;-3/8&quot; acceptable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Module/Heated Moisture Ejector Wire Harnesses Secure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for Damage/Scraps to Air System or Fuel Tank</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Test Drive:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Initial</th>
<th>Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excessive Subfloor Rattles/Vibration (Exhaust and or Driveline)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side Mirrors Visibility Acceptable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excessive Steering Wheel Shake/Vibration</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TTfinal Test Drive Signoff**

PRF073.00
ONLINE INSPECTION SIGN-OFF

EVAP DRAIN CONFIRMATION

(Jaime's Department)
Front/B-Pillar Evap Drain

Confirmed By ______________________  Confirmation Date

(Stan's Department)
Rear Evap Drain

(Stan's Department)
Side Evap Drain

(Stan's Department)
Center Roof Evap

FINAL INSPECTION SIGN-OFF

HVAC PERFORMANCE

OEM Dash Heat

Temperature & Confirmed By __________ Confirmation Date

OEM Dash A/C

Rear/Floor Heat

Side Evap Front Evap Rear Evap

Webasto (if equipped) Baseboard (if equipped) Espar (if equipped)
Alternator & Battery Test

Voltage Specification are 12.5-14.6. Any thing different contact supervisor.

Date: [Checked By?]

Chassis Mfg:

<table>
<thead>
<tr>
<th>Model</th>
<th>Gas:</th>
<th>Diesel:</th>
</tr>
</thead>
</table>

Year

Unit#: [---]

Vin#: [---]

Alternator Type

<table>
<thead>
<tr>
<th>OEM Single</th>
<th>After Market Dual</th>
</tr>
</thead>
</table>

{Chassis Prep Battery Test Voltage (Key Off)}

Hood

{Tray F}

Battery Load Test:

Key Off F  Key On  {Unit Running}

See Release Battery Load Test Sheet QCF027.00

<table>
<thead>
<tr>
<th>Replaced OEM Battery {Date f} {Hood}</th>
<th>Tray</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replaced By:</td>
<td>Retested</td>
</tr>
<tr>
<td>Component</td>
<td>Left Side</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Alignment</td>
<td>Exterior</td>
</tr>
<tr>
<td>Serial Lifts</td>
<td>Exterior Key Switch</td>
</tr>
<tr>
<td>Bathroom</td>
<td>Exterior Sign</td>
</tr>
<tr>
<td>Bathroom Fan/Light</td>
<td>Fast Idle/Sticker</td>
</tr>
<tr>
<td>B/U Alarm</td>
<td>Flooring/Hardware</td>
</tr>
<tr>
<td>Buzzer &amp; Door Ajar Lift</td>
<td>Fluid/Wiper</td>
</tr>
<tr>
<td>Camera</td>
<td>Fog Lights</td>
</tr>
<tr>
<td>Reverse/Turn</td>
<td>Condenser</td>
</tr>
<tr>
<td>Condensor</td>
<td>Fresh Tank</td>
</tr>
<tr>
<td>DA Dome</td>
<td>Fresnel Lens</td>
</tr>
<tr>
<td>Defrostfan</td>
<td>Front AC</td>
</tr>
<tr>
<td>Dest. Sign/Card</td>
<td>Fuel Sticker</td>
</tr>
<tr>
<td>Dock lights</td>
<td>Hawkeyes/Echovision</td>
</tr>
<tr>
<td>Drain Hoses</td>
<td>Horn</td>
</tr>
<tr>
<td>Dump Tank Monitor</td>
<td>Hose's Exhaust</td>
</tr>
<tr>
<td>Electrical</td>
<td>Inner Flare</td>
</tr>
<tr>
<td>Electric Step</td>
<td>Kazoo Valves</td>
</tr>
<tr>
<td>Entry Interlock</td>
<td>Keys</td>
</tr>
<tr>
<td>Escape Hatch</td>
<td>Key Fobs</td>
</tr>
<tr>
<td>Espar</td>
<td>Lift</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# READY FOR SHIPMENT ACCEPTANCE CHECKLIST

<table>
<thead>
<tr>
<th>UNIT #</th>
<th>DEALER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>TIME</td>
</tr>
</tbody>
</table>

1. Quality Control to notify Transportation of time and date unit will be ready for driver.
2. This checklist will be retained by Transportation and filed in the appropriate unit file.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Control</td>
<td>has notified Transportation of planned ship time and date based on any work off in the final department.</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>certifies this unit is built to the production order, and is complete with all paper work and sign offs.</td>
</tr>
</tbody>
</table>

QCF017.00
<table>
<thead>
<tr>
<th>Fluids</th>
<th>Initials</th>
<th>Date</th>
<th>P</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission Fluid - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Level - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine Coolant - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Steering - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windshield Washer Fluid - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brake Fluid - Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Cap</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urea Tank- Proper Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headlight High Beam - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headlights Low Beam - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turn Signals - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard Flasher &quot;4-ways&quot; - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Running Lights - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brake Lights - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backup Lights - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tag Light - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrument Lights - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Lights - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defrost Fan - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Gauges - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heater-A/C - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horn - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiper/Washers - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Idle- Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Items</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mirrors - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Brake - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Brake Interlock - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheels</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lug Nuts - All intact, Secure, Torque to Specification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Pressure-Proper Air Pressure (Checked Cold)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value Stems-All intact, Secured</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Threads-No cuts, Punctures, Separation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceleration - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ride &amp; Handling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission/ Shifting - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cruise and Tilt - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brake System - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vibration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspension - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheel Chair Lift - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADA Equipment - Proper Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temperatures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Evaporator Heat-Temperature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Heaters-Temperature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM Heater-Temperature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM AC-Temperature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## OEM Issues

<table>
<thead>
<tr>
<th>Unit#</th>
<th>VIN#</th>
<th>Make</th>
<th>Model</th>
<th>Issues:</th>
</tr>
</thead>
</table>

### Drive Line

<table>
<thead>
<tr>
<th>Vibration? Yes or No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>- If so, What speed range:</td>
</tr>
</tbody>
</table>

MorRyde or M-Tec, OEM

Unit cleared to ship:

### Engine Codes/Warning Lights

<table>
<thead>
<tr>
<th>Check Engine light/Warnings? Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person(s) Responsible for clearing code. Recurring Yes or No</td>
</tr>
</tbody>
</table>

OEM code identifying number(s):

Unit cleared to ship:
<table>
<thead>
<tr>
<th>Component</th>
<th>Front</th>
<th>Side</th>
<th>Floor</th>
<th>Rear Evap.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning OEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B/U Alarm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buzzer &amp; Door Ajar Entry Door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lift Door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condensor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DA Dome Light</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Destination Sign</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Step</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fast Idle</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heater OEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hawkeye/Echovision</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interlock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lift</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADA Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DashIndicators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Door</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Disconnect</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Merlin/ILIS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mirrors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observation Camera</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speakers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Drivers Seat Air</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signals</td>
<td>Directionals</td>
<td>Brights</td>
<td>Hazards</td>
<td>Brake</td>
</tr>
<tr>
<td>------------</td>
<td>--------------</td>
<td>---------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>Slide Interlock</td>
<td>Rear Door</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speakers</td>
<td>Stereo</td>
<td>Television/DVD</td>
<td>CD</td>
<td></td>
</tr>
<tr>
<td>Stop Request Buzzer</td>
<td>Light</td>
<td>Dash Indicator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Strobe Light**

**TV/Monitors**

**Telma**

**Webasto/Air to Air Heater**

**Espar**

**Baseboard**

**Windows**

**Ajar Buzzer**

**Ajar Light**

**Emergency Lights**

**12 Volt**

**2-Way Radio Prep**

**Inspector's Signature:**
# Pre-Release Battery Load Test

<table>
<thead>
<tr>
<th>Unit#</th>
<th>Date</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Battery</th>
<th>Voltage</th>
<th>Voltage</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*AMP</th>
<th>*AMP</th>
<th>*AMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied</td>
<td>Applied</td>
<td>Applied</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMP</th>
<th>AMP</th>
<th>AMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12.5 Pass</th>
<th>12.5 Pass</th>
<th>12.5 Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failed</td>
<td>Failed</td>
<td>Failed</td>
</tr>
</tbody>
</table>

*15 Seconds

QCF027.00
B. Welding Testing and Certifications
See below

Christine Glover
Glaval Bus
ASO Management Rep.
574-343-5157
cglover@forestriverinc.com

From: AWS CWI SPECIAL INSPECTOR LEVEL-III [mailto:jwest@weldingcertification.com]
Sent: Saturday, May 14, 2016 11:52 AM
To: Chris Glover
Subject: RE: Glaval Bus

Hello Chris, the one’s listed below was renewed last year 2015 you should have received the new wallet I.D. cards and the company certificate, the welders certificates come every two years re-certification period, the ones listed below are valid until 12-5-2016

GLAVAL BUS
TOM SUMMERS
JEPH STIMAC
JOSEPH STIMAC
PHILLIP MARTIN
ALEJANDRO PUGA
FLORENTINO PATINO

CWT BUREAU INC
Email: jwest@weldingcertification.com PH: / FAX: 866-685-1118

From: Chris Glover [mailto:cglover@forestriverinc.com]
Sent: Friday, May 13, 2016 10:23 AM
To: jwest@weldingcertification.com
Subject: Glaval Bus

Jerald,
Certified Silver Member

This Certifies That Tom Summers Has Qualified To

The Requirements Of AWS D9.1-2012 Sheet Metal Welding Code
Therefore Is Hereby Issued This Certificate Of Certification, GMAW

To Be In Force Throughout The United States Of America And Other Country's Where Accepted
Pursuant To CWTC Bureau National Certification Standards, Issued Under The Seal Of CWTC Bureau
National Director This 8th Day Of December Two Thousand Fourteen At Bureau National Headquarters

REFER TO BUREAU L.D. CARD
EXPIRATION DATE
NO. SBM-3100
EFFECTIVE DATE 12-8-2014

Jerald K West Sr
NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN
WeldingCertification.com / WeldingCertified.com

Jerald K West
CWI 94070601
QC1 EXP. 7/1/2015

SEAL
Certified Silver Member
Joseph Stimac

This Certifies That Joseph Stimac Has Qualified To
The Requirements Of AWS D9.1-2012 Sheet Metal Welding Code
Therefore Is Hereby Issued This Certificate Of Certification, GMAW
To Be In Force Throughout The United States Of America And Other Country's Where Accepted
Pursuant To CWIT Bureau National Certification Standards, Issued Under The Seal Of CWIT Bureau
National Director This 8th Day Of December Two Thousand Fourteen At Bureau National Headquarters

REFER TO BUREAU I.D. CARD
EXPIRATION DATE
NO. SBM-3101
EFFECTIVE DATE 12-8-2014

Jerald K. West Sr.
NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN
WeldingCertification.com / WeldingCertified.com

Jerald K. West
CWI 94070001
QC1 EXP. 7/1/2015

SEAL
Certified Welding Technologies Inc
National Certification And Testing

Certified Silver Member

This Certifies That

Joseph Stimac

Has Qualified To

The Requirements Of AWS D1.1-2010 Structural Welding Code-Steel
Therefore Is Hereby Issued This Certificate Of Certification, GMAW

To Be In Force Throughout The United States Of America And Other Country's Where Accepted
Pursuant To CWT Bureau National Certification Standards, Issued Under The Seal Of CWT Bureau
National Director This 8th Day Of December Two Thousand Fourteen At Bureau National Headquarters

REFER TO BUREAU I.D. CARD
EXPIRATION DATE

NO. SBM-1284
EFFECTIVE DATE 12-8-2014

Jerald K West Sr
NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN
WeldingCertification.com / WeldingCertified.com

Jerald K West
CWI 94070601
QC1 EXP. 7/1/2015

SEAL

© 1999 CWSI P
All Rights Reserved
LITHO IN U.S.A.
Certified Welding Technologies Inc
National Certification And Testing

Certified Silver Member
Phillip Martin

This Certifies That

Phillip Martin Has Qualified To

The Requirements of AWS D9.1-2012 Sheet Metal Welding Code
Therefore Is Hereby Issued This Certificate Of Certification, GMAW

To Be In Force Throughout The United States Of America And Other Countries Where Accepted
Pursuant To CWI Bureau National Certification Standards, Issued Under The Seal Of CWI Bureau
National Director This 8th Day Of December Two Thousand Fourteen At Bureau National Headquarters

REFER TO BUREAU I.D. CARD
EXPIRATION DATE ____________
NO. SBM-3103
EFFECTIVE DATE 12-8-2014

Jerald K West Sr
NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN
WeldingCertification.com / WeldingCertified.com

Jerald K West
CWI 94070601
QC1 EXP. 7/1/2015

SEAL
Alejandro Puga
Certified Silber Member
Has Qualified To
National Certification And Testing

This Certifies That
The Requirements of AWS D1.1-2012 Sheet Metal Welding Code
Therefore Is Hereby Issued This Certificate Of Certification, GM-AW

Pursuant To CWB Bureau National Certification Standards, Issued Under The Seal Of CWB Bureau
National Director This 6th Day Of December Two Thousand Fourteen At Bureau National Headquarters

To Be In Force Throughout The United States of America And Other Countries Where Accepted

NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN

RECIPIENT CARD
EXPEDITION DATE 12-6-2014

RECIPIENT CARD
EXPEDITION DATE 12-6-2014
Certified Welding Technologies Inc
National Certification And Testing

Certified Silver Member

This Certifies That Florentino Patino Has Qualified To

The Requirements Of AWS D9.1-2012 Sheet Metal Welding Code
Therefore Is Hereby Issued This Certificate Of Certification, GMAW

To Be In Force Throughout The United States Of America And Other Country's Where Accepted
Pursuant To CWTC Bureau National Certification Standards, Issued Under The Seal Of CWTC Bureau
National Director This 8th Day Of December Two Thousand Fourteen At Bureau National Headquarters

REFER TO BUREAU ID. CARD
EXPIRATION DATE
NO. SBM-3105
EFFECTIVE DATE 12-8-2014

Jerald K West
CWI 94070001
QC1 EXP. 7/1/2015

NATIONAL DIRECTOR / CERTIFICATION CHAIRMAN
WeldingCertification.com / WeldingCertified.com

Jerald K West Sr
SEAL
C. Fastener Testing
09-08-04

FOREST RIVER-GLAVEL BUS
PO BOX 3030
ELKHART, IN. 46515-3030

ATTN: Rob

This is to certify that all tapping screws sold by Fastec Industrial Corp. are made of 1018 steel or better, case hardened and comply with I.F.I. standards fifth editions.

This certifies that all hex cap grade 5 bolts supplied by Fastec are made to I.F.I. standards. ATSM A193 grade B-5 80,000-lbs. yield, 100,000 lbs tensile strength.

This also certifies that unless otherwise specified chemical and mechanical properties of steel nuts shall conform with ASTM A563, Gr. A or SAEJ995, Gr. 2 standards.


Very Truly Yours,

FASTEC INDUSTRIAL CORP.

Charles R. White
Executive Vice President

CRW/dsc
FASTEC INDUSTRIAL CORPORATION

TO: FOREST RIVER-GLAVAL BUS DATE: 10/12/07

Fastec Industrial Corporation recognizes its responsibility as a Quality Fastener Distributor to provide its customers with Certification of Manufacturer Specification and complete traceability for all products sold under Public Law 101-592 (HR3000).

This statement will certify that all of the following materials provided to you are certified by the Manufacturer and are completely traceable by Lot numbers shown on packing slips and shipping containers:

- HEX CAP SCREW GR 5 (J429 LATEST ADDITION)
- HEX CAP SCREW GR 8 (J429 LATEST ADDITION)
- HEX NUTS GR 5 (J995 LATEST ADDITION)
- HEX NUTS GR 8 (J995 LATEST ADDITION)
- SOCKET PRODUCTS (ASTM A-574 - 90 LATEST ADDITION)
- HARDENED WASHERS (ASTM F-436 - 90 LATEST ADDITION)

Certification will be on file and will be supplied as requested.

Authorized Signature

Issuing Agent

For the protection of all of our customers no returns will be allowed that are not in the same sealed containers as originally received. Under no circumstances will any material be accepted for return that is mixed or without absolute proof of Lot numbers provided, Certification numbers, Invoice number, date of purchase, and authorized RGA number.
# GLAVAL BUS FASTENER TORQUE SPECIFICATION

INITIAL UNDER "PERFORMED BY" TO VERIFY THAT YOU HAVE ACHIEVED THE SPECIFIED TORQUE FOR EACH ITEM. ACTUAL TORQUE COLUMN TO BE USED FOR AUDITING PURPOSES ONLY BY GROUP LEADER, QUALITY, OR ENGINEERING. USE INDICATED THREAD AND GRADE FOR FASTENERS SUPPLIED BY GLAVAL BUS.

<table>
<thead>
<tr>
<th>FASTENER</th>
<th>TORQUE SPECIFICATION</th>
<th>PERFORMED BY</th>
<th>DATE</th>
<th>CHECKED BY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHASSIS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-350 / E-450 PRIMETIME/SPORT/UNIVERSAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 6 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - 9/16-18</td>
<td>135 - 145 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM ADJUSTABLE LATCH PLATE TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM LOWER FRONT BELT ANCHOR TO STEPWELL</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT &quot;D&quot; NUT TO WALL PLATE</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT RETRACTOR TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRADES 5</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F-450 CONCORDE II / F-750 CONCORDE II</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 6 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - 7/8-14</td>
<td>450 - 500 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM ADJUSTABLE LATCH PLATE TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM LOWER FRONT BELT ANCHOR TO STEPWELL</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT &quot;D&quot; NUT TO WALL PLATE</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT RETRACTOR TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRADES 5</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GMC 3500 / 4500 SPORT / TITAN II / TITAN II LF</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UPPER FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 6 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - 9/16-18</td>
<td>135 - 145 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM ADJUSTABLE LATCH PLATE TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM LOWER FRONT BELT ANCHOR TO STEPWELL</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT &quot;D&quot; NUT TO WALL PLATE</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT RETRACTOR TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRADES 5</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FORD F-450 / F-550 ENTOURAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 6 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - M14 x 1.5</td>
<td>165 - 170 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM ADJUSTABLE LATCH PLATE TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM LOWER FRONT BELT ANCHOR TO STEPWELL</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT &quot;D&quot; NUT TO WALL PLATE</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT RETRACTOR TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRADES 5</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FREIGHTLINER MB-65 APOLLO</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 6 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTERMEDIATE LINK - BOTTOM</td>
<td>44 - 56 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTERMEDIATE LINK - TOP</td>
<td>28 - 36 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - M22 x 1.5 / 33mm</td>
<td>450 - 600 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Description</td>
<td>Torque Specification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEERING WHEEL</td>
<td>35 - 40 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GR D.</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMALL PIVOT SHAFT-WIPER SYSTEM</td>
<td>18-27 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LARGE PIVOT SHAFT-WIPER SYSTEM</td>
<td>106-124 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FREIGHTLINER XB-R SYNERGY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL PUMP / GAUGE SENDING UNIT - 8 NUTS</td>
<td>120 - 153 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTERMEDIATE LINK - BOTTOM</td>
<td>44 - 56 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTERMEDIATE LINK - TOP</td>
<td>28 - 36 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LUG NUTS - M22 x 1.5 / 33mm</td>
<td>450 - 500 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEERING WHEEL</td>
<td>35 - 40 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRAD</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Freightliner-Legacy</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL BEZEL</td>
<td>18 - 26 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILL WORM GEAR HOSE CLAMPS</td>
<td>25 - 38 IN/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8) LUG NUTS - 3/4-16</td>
<td>400 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(10) LUG NUTS - 3/4-16</td>
<td>480 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM ADJUSTABLE LATCH PLATE TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM LOWER FRONT BELT ANCHOR TO STEPWELL</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT &quot;D&quot; NUT TO WALL PLATE</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM SEAT BELT RETRACTOR TO B-PILLAR</td>
<td>26 - 33 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-PILLAR BELT MOUNT</td>
<td>35-45 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRIVER SEAT BASE TO FLOOR-INCLUDING TETHERS</td>
<td>25-29 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONNECTION BETWEEN TETHERS &amp; SEAT BASE (ONE ON EACH SIDE OF SEAT)</td>
<td>35-45 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR &amp; SIDE CEILING MOUNTED A/C UNITS 3/8&quot; BOLT-GRAD</td>
<td>26-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONVERSION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BODY TO CHASSIS MOUNTING BOLTS - 1/2-13 GR 5 (WITH NO SPRING)</td>
<td>49 - 59 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROOF TO SIDEWALL BOLTS - 3/8-16 GRADE 5</td>
<td>25 - 30 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIDEWALL TO FLOOR BOLTS - 3/8-16 GRADE 5</td>
<td>25 - 30 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WHEELCHAIR LIFT TO FLOOR - 3/8-16 GRADE 5 CARRIAGE</td>
<td>25 - 30 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICON LIFT</td>
<td>28-28 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/16&quot; F-TYPE FASTERS FOR L-TRACK, 1/4&quot; HOLE</td>
<td>14-16 FT/LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **SEATING - DRIVER**                                                            |                      |
| BOSTROM 016 ADAPTER TO BASE - (4) M10-1.5 x 20.0 mm BOLTS                        | 40.6 FT/LB           |
| BOSTROM TETHER STRAPS - (2) 7/16-20 x 1-1/2 GR.5                                 | 25 - 28 FT/LB        |
| BOSTROM ADAPTER TO FLOOR - (4) 1/2-13 x 4-1/2 GR.5                               | 73 - 75 FT/LB        |
| FORD FRONT PEDESTAL TO FLOOR STUDS / BOLTS                                      | 35 - 45 FT/LB        |
| FORD FRONT PEDESTAL TO FLOOR STUDS / BOLTS                                      | 26 - 33 FT/LB        |
| FREEDMAN DRIVER SEAT TO SLIDE TRACK                                              | 11 - 13 FT/LB        |
| ISRINGHAUSEN 6500 - (4) 1/2-13 x 4-1/2 GR.5                                     | 25 - 28 FT/LB        |
| ISRINGHAUSEN TETHER STRAPS - 2 BOLTS 1/2-13 x 4-1/2 GR.5                        | 25 - 28 FT/LB        |
| USSC 9100 - (6) 1/2-13 x 4-1/2 GR.5                                              | 54 - 67 FT/LB        |
| USSC 9100 DOES NOT HAVE TETHERS                                                 | N/A                 |

| **SEATING - PASSENGER**                                                          |                      |
| AMERICAN PASS. SEAT LEG TO SEAT TRACK (3) 7/16-14 GR.8                          | 45 - 50 FT/LB        |
| AMERICAN PASSENGER SEAT FRAME TO LEG - 2 BOLTS                                   | 45 - 50 FT/LB        |
| AMERICAN WALL MOUNT BRACKET TO SEAT - 3 BOLTS                                    | 45 - 50 FT/LB        |
| FREEDMAN PASS. SEAT T-LEG TO BASEPLATE - FRONT BOLT                             | 13 - 15 FT/LB        |
| FREEDMAN PASS. SEAT T-LEG TO BASEPLATE - REAR BOLT                               | 57 - 60 FT/LB        |
| FREEDMAN PASS. SEAT T-LEG TO SEAT TRACK 3 BOLTS / 7/16-14 GR.8                  | 45 - 50 FT/LB        |
| FREEDMAN PASSENGER SEAT BASEPLATE - 4 NUTS / SEAT                                | 11 - 13 FT/LB        |
| FREEDMAN PASSENGER FOLD AWAY SEAT                                                | 45-50 FT/LB          |
| NATIONAL PASS. SEAT T-LEG TO SEAT TRACK (2) 5/8-16 GR.8                         | 45 - 50 FT/LB        |

**ENF003.12 TORQUE SPECIFICATION**

5/13/2016
<table>
<thead>
<tr>
<th>Description</th>
<th>Torque (in. lb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATIONAL PASS. SEAT WALL MOUNT TO WALL TRACK - (2) 5/8-16 GR.8</td>
<td>45 - 50 FT/LB</td>
</tr>
<tr>
<td>ASTRON PASS. SEAT T-LEG TO SEAT TRACK - (2) 5/8-16 GR.8</td>
<td>45 - 50 FT/LB</td>
</tr>
<tr>
<td>ASTRON PASS. SEAT WALL MOUNT TO WALL TRACK - (2) 5/8-16 GR.8</td>
<td>45 - 50 FT/LB</td>
</tr>
<tr>
<td>7/16-20 SEAT BELT FASTENER TO FREEDMAN BASE FRAME</td>
<td>85-70 IN/LB</td>
</tr>
</tbody>
</table>

**INSPECTION**

All Torques have been checked and meet standards
D. Torque Wrench Calibrations
# Calibration Log for Torque Wrenches

<table>
<thead>
<tr>
<th>Tool Control #</th>
<th>Assigned Dept</th>
<th>Assigned To</th>
<th>Equipment</th>
<th>In-Service Date</th>
<th>Cal. Frequency</th>
<th>Next Cal. Date</th>
<th>Condition</th>
<th>Standards Used</th>
<th>Measurement Range</th>
<th>Active</th>
<th>Humidity</th>
<th>Torque by Degree</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS001</td>
<td>Frame Small Line</td>
<td>Joe Stilmac</td>
<td>Torque Stick</td>
<td>7/17/2009</td>
<td>12 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 80#</td>
<td>Yes</td>
<td>48%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>TS002</td>
<td>Frame Prep</td>
<td>Joe Stilmac</td>
<td>Torque Stick</td>
<td>7/17/2009</td>
<td>12 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 80#</td>
<td>Yes</td>
<td>48%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>TS003</td>
<td>Frame Prep</td>
<td>Joe Stilmac</td>
<td>Torque Stick</td>
<td>7/17/2009</td>
<td>12 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 100#</td>
<td>Yes</td>
<td>48%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>TS004</td>
<td>Frame Prep</td>
<td>Joe Stilmac</td>
<td>Torque Stick</td>
<td>7/17/2009</td>
<td>12 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 100#</td>
<td>Yes</td>
<td>48%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>TW201</td>
<td>Frame Prep</td>
<td>Joe Stilmac</td>
<td>Torque Wrench</td>
<td>10/18/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>12/24/19#</td>
<td>Yes</td>
<td>42%</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td>TW103</td>
<td>Frame Prep</td>
<td>Joe Stilmac</td>
<td>1/2 Torque Wrench</td>
<td>10/28/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>60/145/240</td>
<td>Yes</td>
<td>44%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>TW503</td>
<td>ABS Big Line</td>
<td>Jim Hardell</td>
<td>Torque Wrench</td>
<td>10/2/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Fair</td>
<td>SAE</td>
<td>30/90/90</td>
<td>Yes</td>
<td>50%</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td>B9725605</td>
<td>Seating</td>
<td>Justin Elliott</td>
<td>Air operated torque wrench</td>
<td>10/8/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 55#</td>
<td>Yes</td>
<td>41%</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>DPE202665</td>
<td>Final</td>
<td>DeFoe Shock</td>
<td>Torque Wrench</td>
<td>4/13/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>20/40/60</td>
<td>Yes</td>
<td>70%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>ALDO01</td>
<td>Alignment</td>
<td>Chace Rigby</td>
<td>Headlight Board</td>
<td>10/13/2010</td>
<td>12 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>N/A</td>
<td>N/A</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>5120029424</td>
<td>ABS/Seating</td>
<td>Seatbelt Bolt</td>
<td>Torque Wrench</td>
<td>1/12/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>30/60/90</td>
<td>Yes</td>
<td>50%</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>4000746035</td>
<td>Specialty Line</td>
<td>Rob White</td>
<td>Torque Wrench</td>
<td>4/15/2008</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>40/130/220</td>
<td>Yes</td>
<td>69%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>85490951</td>
<td>Seating</td>
<td>Jamie Barterich</td>
<td>Air Torque Wrench</td>
<td>4/24/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>45-50#</td>
<td>Yes</td>
<td>54%</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>990946379</td>
<td>Pro-Air</td>
<td>Eric</td>
<td>Torque Wrench</td>
<td>5/5/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>10/40/10</td>
<td>Yes</td>
<td>47%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>5110811364</td>
<td>MCC</td>
<td>MCC</td>
<td>Torque Wrench</td>
<td>6/4/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>40/130/220</td>
<td>Yes</td>
<td>50%</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>34540</td>
<td>Engineering</td>
<td>Josh Haviland</td>
<td>Torque Wrench</td>
<td>6/22/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>40/90/140</td>
<td>Yes</td>
<td>34%</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>5120186149</td>
<td>Engineering</td>
<td>Josh Haviland</td>
<td>Torque Wrench</td>
<td>9/12/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>35/105/240</td>
<td>Yes</td>
<td>34%</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>5070200221</td>
<td>Pro-Air</td>
<td>Eric</td>
<td>Torque Wrench</td>
<td>5/3/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>40/130/220</td>
<td>Yes</td>
<td>41%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>DNS04000</td>
<td>Evap. Big/Small</td>
<td>Johnny Sago</td>
<td>Torque Wrench</td>
<td>6/17/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>20/45/10</td>
<td>Yes</td>
<td>50%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>318969</td>
<td>Fuel Filler Small Line</td>
<td>Johnny Sago</td>
<td>Torque Wrench</td>
<td>3/14/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>12/24/19#</td>
<td>No</td>
<td>49%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>DND17905</td>
<td>Sm. Line Evap</td>
<td>Torque Wrench</td>
<td>9/18/2013</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>2045/10</td>
<td>Yes</td>
<td>50%</td>
<td>99%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B9725478</td>
<td>Floor set big line</td>
<td>Torque Wrench</td>
<td>10/8/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>50#</td>
<td>Yes</td>
<td>40%</td>
<td>72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B9725504</td>
<td>Seats</td>
<td>Jamie Batchelor</td>
<td>Air Torque Wrench</td>
<td>10/8/2007</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>47#</td>
<td>Yes</td>
<td>42%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>B0513896</td>
<td>Seats</td>
<td>Jamie Batchelor</td>
<td>Torque Wrench</td>
<td>5/21/2008</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>Preset 45-50#</td>
<td>Yes</td>
<td>42%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>470252</td>
<td>Final Department</td>
<td>DeFoe Shock</td>
<td>3/8&quot; Torque Wrench</td>
<td>5/16/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>20/10/5</td>
<td>Yes</td>
<td>70%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>313018</td>
<td>Fuel Fill Big Line</td>
<td>Frank Miller</td>
<td>1/4&quot; Torque Screwdriver</td>
<td>10/3/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>12/24/206</td>
<td>Yes</td>
<td>49%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>935273D</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/15/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>60#</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>9353420</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/15/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>45#</td>
<td>Yes</td>
<td>42%</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>935298D</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/15/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>60#</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>105373E</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/15/2014</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>15#</td>
<td>Yes</td>
<td>48%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>Item Code</td>
<td>Description</td>
<td>initials</td>
<td>Torque Wrench</td>
<td>Date</td>
<td>Check</td>
<td>Rest</td>
<td>Test</td>
<td>Comments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>----------</td>
<td>----------------</td>
<td>------</td>
<td>-------</td>
<td>------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106303E</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/15/2014</td>
<td>Good</td>
<td>SAE</td>
<td>26# Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106420E</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/19/2014</td>
<td>Good</td>
<td>SAE</td>
<td>15# Preset</td>
<td>Yes</td>
<td>35%</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106356E</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>10/19/2014</td>
<td>Good</td>
<td>SAE</td>
<td>15# Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5130707142</td>
<td>Specialty Line</td>
<td>Rob White</td>
<td>Torque Wrench</td>
<td>12/25/2014</td>
<td>Good</td>
<td>SAE</td>
<td>240/120/96</td>
<td>Yes</td>
<td>52%</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63722393</td>
<td>Alignment/Scales</td>
<td>Chase Rigby</td>
<td>Torque Wrench</td>
<td>2/23/2015</td>
<td>Good</td>
<td>SAE</td>
<td>60/100/150</td>
<td>Yes</td>
<td>70%</td>
<td>72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63403392</td>
<td>Ridg A</td>
<td>Rob White</td>
<td>Torque Wrench</td>
<td>2/23/2015</td>
<td>Good</td>
<td>SAE</td>
<td>60/140/220</td>
<td>Yes</td>
<td>55%</td>
<td>71</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>85450996</td>
<td>Wall Set</td>
<td>Alex</td>
<td>Air Torque Wrench</td>
<td>9/10/2013</td>
<td>Good</td>
<td>SAE</td>
<td>27# Preset</td>
<td>Yes</td>
<td>40%</td>
<td>72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMH35634</td>
<td>Tool Crib</td>
<td>Torque Wrench</td>
<td>8/3/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>20/45/70</td>
<td>Yes</td>
<td>35%</td>
<td>72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5070554612</td>
<td>Seating</td>
<td>Bob Devorak</td>
<td>Torque Wrench</td>
<td>4/15/2008</td>
<td>Good</td>
<td>SAE</td>
<td>20/50/90</td>
<td>Yes</td>
<td>48%</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CT106815</td>
<td>Spare</td>
<td>Maintenance</td>
<td>Torque Wrench</td>
<td>10/15/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>70/45/20</td>
<td>Yes</td>
<td>50%</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>87732247</td>
<td>Wall Set Small Line</td>
<td>Torque Wrench</td>
<td>10/19/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>27+</td>
<td>Yes</td>
<td>40%</td>
<td>68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>89720315</td>
<td>Wall Set</td>
<td>Alex</td>
<td>Air Torque Wrench</td>
<td>10/19/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>25-30</td>
<td>Yes</td>
<td>40%</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>DPA037892</td>
<td>Seats</td>
<td>Jamie Batchelor</td>
<td>Torque Wrench</td>
<td>10/19/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>70/45/20</td>
<td>Yes</td>
<td>48%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>507065651</td>
<td>Spare</td>
<td>Maintenance</td>
<td>Torque Wrench</td>
<td>11/4/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>40/120/200</td>
<td>Yes</td>
<td>48%</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>513165F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>3/30/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>47# Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>122806F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>3/30/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>60# Preset</td>
<td>Yes</td>
<td>45%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>122783F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>3/20/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>47# Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>63722408</td>
<td>Scales</td>
<td>Chase Rigby</td>
<td>Torque Wrench</td>
<td>8/3/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>200/350/500</td>
<td>Yes</td>
<td>69%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>31424</td>
<td>Torque Wrench</td>
<td>Bob Devorak</td>
<td>8/3/2015</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>Good</td>
<td>SAE</td>
<td>20/40/60</td>
<td>Yes</td>
<td>50%</td>
<td>69</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1072763</td>
<td>Crib</td>
<td>Torque Wrench</td>
<td>6 MONTHS</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DNF98285</td>
<td>Crib</td>
<td>Torque Wrench</td>
<td>6 MONTHS</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>20/45/70</td>
<td>No</td>
<td>38%</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>144049F</td>
<td>Big Line Electrical</td>
<td>Torque Wrench</td>
<td>4/15/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>26# Preset</td>
<td>Yes</td>
<td>35%</td>
<td>71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>153166F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>4/15/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>47# # Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>122866F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>4/15/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>60# # Preset</td>
<td>Yes</td>
<td>45%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>122786F</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>4/15/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>47# # Preset</td>
<td>Yes</td>
<td>43%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>Q10529</td>
<td>Seats</td>
<td>Justin Elliott</td>
<td>Torque Wrench</td>
<td>7/27/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>20/65/100</td>
<td>Yes</td>
<td>70%</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>012021G</td>
<td>ABS Seat Belts</td>
<td>Jim Harell</td>
<td>Torque Wrench</td>
<td>4/18/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>30# # Preset</td>
<td>Yes</td>
<td>46%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>012041G</td>
<td>ABS Seat Belts</td>
<td>Jim Harell</td>
<td>Torque Wrench</td>
<td>4/18/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>30# # Preset</td>
<td>Yes</td>
<td>36%</td>
<td>73</td>
<td></td>
</tr>
<tr>
<td>012020G</td>
<td>5in. Line Evap</td>
<td>Torque</td>
<td>4/18/2016</td>
<td>6 MONTHS</td>
<td>September-16</td>
<td>New</td>
<td>SAE</td>
<td>26# # Preset</td>
<td>Yes</td>
<td>34%</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>Equipment ID</td>
<td>Renter</td>
<td>Due Date</td>
<td>In-Service Date</td>
<td>Cal. Frequency</td>
<td>New Cal. Date</td>
<td>Condition</td>
<td>Measurement Used</td>
<td>Measurement Rejects</td>
<td>Notes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>--------</td>
<td>----------</td>
<td>-----------------</td>
<td>----------------</td>
<td>---------------</td>
<td>------------</td>
<td>------------------</td>
<td>---------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF001</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>5 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF002</td>
<td>John March</td>
<td>May-07</td>
<td>5 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF003</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>5 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF004</td>
<td>Bob Freels</td>
<td>May-07</td>
<td>5 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF005</td>
<td>Bob Freels</td>
<td>May-07</td>
<td>5 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF006</td>
<td>Vince Cleme</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF007</td>
<td>Heidi Smart</td>
<td>Jul-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF008</td>
<td>Jerry Eash</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF009</td>
<td>Merlin Wagner G5</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF010</td>
<td>Sherry Busch / NS</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF011</td>
<td>Dean Yoder PM</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF012</td>
<td>Rob Freels</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF013</td>
<td>Niki Penning</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF014</td>
<td>Rob Freels</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF015</td>
<td>Rob Freels</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF016</td>
<td>Vince Cleme</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF017</td>
<td>Dan Hlung</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF018</td>
<td>John Shellum</td>
<td>May-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF019</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF020</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF021</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF022</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF023</td>
<td>Vince Cleme</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF024</td>
<td>Rob Freels</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF025</td>
<td>Randy Winchmiller</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF026</td>
<td>Richard Busch</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>OF027</td>
<td>Dean Yoder PM</td>
<td>Jun-07</td>
<td>6 months</td>
<td>Nov-07</td>
<td>Good</td>
<td>Steel Rule</td>
<td>8&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM001</td>
<td>Rob Hurst</td>
<td>Jul-07</td>
<td>6 months</td>
<td>Jan-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM002</td>
<td>Rob Hurst</td>
<td>Jul-07</td>
<td>6 months</td>
<td>Jan-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM003</td>
<td>Rob Hurst</td>
<td>Jul-07</td>
<td>6 months</td>
<td>Jan-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM004</td>
<td>Tim Sommers</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-08</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM005</td>
<td>Tim Sommers</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-08</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM006</td>
<td>Keith Wade</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-08</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM007</td>
<td>Tim Sommers</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-08</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>FM008</td>
<td>Tim Sommers</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-08</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD001</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD002</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD003</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD004</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD005</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD006</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD007</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD008</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD009</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD010</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD011</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape Measure</td>
<td>WD012</td>
<td>Don Ritter</td>
<td>Aug-07</td>
<td>6 months</td>
<td>Feb-09</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assured To</td>
<td>Equipment</td>
<td>Mileage</td>
<td>Mileage Date</td>
<td>STK Del. Date</td>
<td>Status</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------</td>
<td>---------</td>
<td>--------------</td>
<td>---------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W017</td>
<td>Rich Domen T1</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W018</td>
<td>Rich Domen T1</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W019</td>
<td>Rich Domen T3</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W023</td>
<td>Omaree Valencia</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W024</td>
<td>Pedro Juarez</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W025</td>
<td>Edgar Valdez</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W026</td>
<td>Josh Bennett</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W027</td>
<td>Florentine Flores</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W029</td>
<td>Ron Blesser T1</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W030</td>
<td>Terry Ellsworth T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W031</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W032</td>
<td>Jesus Vera</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W033</td>
<td>Kevin Sanchez</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W034</td>
<td>Scott Doreng T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W035</td>
<td>Rich Domen T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W036</td>
<td>Octavio Ornela</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W037</td>
<td>Alfonso Portillo</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W038</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W039</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W040</td>
<td>Pedro Juarez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W041</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W042</td>
<td>Galen Soto</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W043</td>
<td>Travis Brown</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W044</td>
<td>Matias Mora T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W045</td>
<td>Matias Mora T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W046</td>
<td>Matias Mora T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>8 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W047</td>
<td>Alexander Puga T2</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W048</td>
<td>Philip Martinez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W049</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W050</td>
<td>Pedro Juarez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W051</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Aug-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W052</td>
<td>Armando Valdez</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W053</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W054</td>
<td>Joseph B. Bostwick</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W055</td>
<td>Donnie Miller</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W056</td>
<td>Rich Simpson</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W057</td>
<td>Robert Mitchell</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W058</td>
<td>Armando Valdez</td>
<td>TAPE MEASURE</td>
<td>Sep-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W059</td>
<td>Armando Valdez</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W060</td>
<td>Phillip Martin T2</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W061</td>
<td>Terry Ellsworth T2</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W062</td>
<td>Terry Ellsworth</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W063</td>
<td>Rich Domen T2</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W064</td>
<td>Scott Doreng T2</td>
<td>TAPE MEASURE</td>
<td>Oct-67</td>
<td>6 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W065</td>
<td>Rich Simpson</td>
<td>TAPE MEASURE</td>
<td>Nov-67</td>
<td>4 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W066</td>
<td>Joseph B. Bostwick</td>
<td>TAPE MEASURE</td>
<td>Nov-67</td>
<td>4 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W067</td>
<td>Jesus Valdez T2</td>
<td>TAPE MEASURE</td>
<td>Nov-67</td>
<td>4 months</td>
<td>February-00</td>
<td>Good</td>
<td>Steel Rule</td>
<td>36”</td>
<td>No longer in service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>Position</td>
<td>Start Date</td>
<td>End Date</td>
<td>Tenure</td>
<td>Full-Time</td>
<td>Part-Time</td>
<td>Regular</td>
<td>Employment Status</td>
<td>Notes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>------------</td>
<td>----------</td>
<td>--------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------</td>
<td>------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0505</td>
<td>Michael Mahoney</td>
<td>May 07</td>
<td>Feb 06</td>
<td>9 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0506</td>
<td>Shawn Reid</td>
<td>Apr 07</td>
<td>Feb 06</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0507</td>
<td>William J. Clark</td>
<td>Jul 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0508</td>
<td>Terry Johnson</td>
<td>Jun 07</td>
<td>Feb 06</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0509</td>
<td>Casey Deters</td>
<td>Aug 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0510</td>
<td>Terri Street</td>
<td>Sep 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0511</td>
<td>Leonard Nunez</td>
<td>Oct 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0512</td>
<td>Jose Arevalo</td>
<td>Nov 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0513</td>
<td>Ryan Glines</td>
<td>Dec 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0514</td>
<td>Angel Garcia</td>
<td>Jan 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0515</td>
<td>Mark Lackey</td>
<td>Feb 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0516</td>
<td>Rodney Chandelier</td>
<td>Mar 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0517</td>
<td>Francisco Contreras</td>
<td>Apr 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0518</td>
<td>Michael Mississippi</td>
<td>May 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0519</td>
<td>Steven Mississippi</td>
<td>Jun 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0520</td>
<td>Michael Thomas</td>
<td>Jul 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0521</td>
<td>Donald McMillan</td>
<td>Aug 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F0522</td>
<td>Troy Jenkins</td>
<td>Sep 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0501</td>
<td>James Harrell</td>
<td>Oct 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0502</td>
<td>Michael Angel</td>
<td>Nov 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0503</td>
<td>Chuck Blair</td>
<td>Dec 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0504</td>
<td>John Cook</td>
<td>Jan 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0505</td>
<td>Katherine Rodgers</td>
<td>Feb 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0506</td>
<td>Alice Hanger</td>
<td>Mar 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0507</td>
<td>Michael Crawford</td>
<td>Apr 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0508</td>
<td>Charity Davis</td>
<td>May 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0509</td>
<td>Terry Hanger</td>
<td>Jun 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0510</td>
<td>Bob Barlow</td>
<td>Jul 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0511</td>
<td>John Jones</td>
<td>Aug 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0512</td>
<td>Jennifer Smith</td>
<td>Sep 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0513</td>
<td>Wendy Sturgis</td>
<td>Oct 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0514</td>
<td>Michael McGraw</td>
<td>Nov 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0515</td>
<td>Richard McCall</td>
<td>Dec 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0516</td>
<td>Charles Haggard</td>
<td>Jan 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0517</td>
<td>Albert Haggard</td>
<td>Feb 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0518</td>
<td>Michael Mississippi</td>
<td>Mar 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0519</td>
<td>John Mississippi</td>
<td>Apr 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0520</td>
<td>David Evans</td>
<td>May 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0521</td>
<td>Brian Welker</td>
<td>Jun 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0522</td>
<td>Michael McGraw</td>
<td>Jul 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0523</td>
<td>Charles Davis</td>
<td>Aug 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0524</td>
<td>Albert Haggard</td>
<td>Sep 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0525</td>
<td>Michael Mississippi</td>
<td>Oct 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0526</td>
<td>John Mississippi</td>
<td>Nov 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0527</td>
<td>David Evans</td>
<td>Dec 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0528</td>
<td>Brian Welker</td>
<td>Jan 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0529</td>
<td>Michael McGraw</td>
<td>Feb 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0530</td>
<td>Charles Davis</td>
<td>Mar 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E0531</td>
<td>Albert Haggard</td>
<td>Apr 07</td>
<td>Jan 07</td>
<td>6 months</td>
<td>Good</td>
<td>Steel Rod</td>
<td>30%</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee No.</td>
<td>Assigned To</td>
<td>accession Date</td>
<td>in Service Date</td>
<td>Cer. Frequency</td>
<td>Reel Code</td>
<td>Reel Code</td>
<td>North Lead</td>
<td>Steel Rule</td>
<td>Measurement Panel</td>
<td>Action</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>----------------</td>
<td>----------------</td>
<td>---------------</td>
<td>-----------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
<td>------------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW16</td>
<td>Bon Cenacire</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW17</td>
<td>Shown by every one in email</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW18</td>
<td>Nate Miller</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>28&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW19</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jan-07</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW20</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jan-07</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW21</td>
<td>Jack Balchek Salmon</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>28&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW22</td>
<td>Paul Piersen</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>28&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW23</td>
<td>Anthony Brown</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>28&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW24</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW25</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW26</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW27</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW28</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW29</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW30</td>
<td>Andrew Cenacire</td>
<td>TAPE MEASURE</td>
<td>Jun-97</td>
<td>3 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW31</td>
<td>Melvin Edlund</td>
<td>TAPE MEASURE</td>
<td>Oct-07</td>
<td>3 months</td>
<td>January-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW32</td>
<td>Josh Balchek Salmon</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>6 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDW33</td>
<td>Justin Rock</td>
<td>TAPE MEASURE</td>
<td>Sep-97</td>
<td>4 months</td>
<td>February-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM01</td>
<td>Jon Samblanek</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM02</td>
<td>Troy Langman</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM03</td>
<td>John L. Varnado</td>
<td>TAPE MEASURE</td>
<td>Oct-07</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM04</td>
<td>Lurmund Navarro</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM05</td>
<td>Martin Ramirez</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM06</td>
<td>Martin Martinez</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM07</td>
<td>Alvaro Robledo</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM08</td>
<td>Tom Percival</td>
<td>TAPE MEASURE 12&quot;</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LM09</td>
<td>Martin Martinez</td>
<td>TAPE MEASURE</td>
<td>Aug-97</td>
<td>4 months</td>
<td>March-98</td>
<td>Good</td>
<td>Steel Rule</td>
<td>30&quot;</td>
<td>No longer in service</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VIN#</th>
<th>Make</th>
<th>Model</th>
<th>License</th>
<th>Tag Number</th>
<th>YOM</th>
<th>Inspected</th>
<th>Expired</th>
<th>SAE</th>
<th>397#</th>
<th>Out of Service</th>
<th>SN#</th>
<th>SAE 36000-148</th>
<th>Out of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>5J3CM200133</td>
<td>Honda</td>
<td>Torneo</td>
<td>5J3CM200133</td>
<td>10/20/2001</td>
<td>5/30/2014</td>
<td>5 MONTHS</td>
<td>September-15</td>
<td>SAE</td>
<td>400188</td>
<td>Out of Service</td>
<td>69%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>9239575</td>
<td>Ford</td>
<td>F350</td>
<td>9239575</td>
<td>10/02/2012</td>
<td>9/15/2014</td>
<td>6 MONTHS</td>
<td>March-15</td>
<td>SAE</td>
<td>122460</td>
<td>Out of Service</td>
<td>83%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>RF232010</td>
<td>Mitsubishi</td>
<td>93000</td>
<td>RF232010</td>
<td>1/14/2014</td>
<td>8/15/2014</td>
<td>6 MONTHS</td>
<td>December-15</td>
<td>SAE</td>
<td>122568</td>
<td>Out of Service</td>
<td>6%</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>NJ2254</td>
<td>DaFia Bravo</td>
<td>NJ2254</td>
<td>NJ2254</td>
<td>9/20/2011</td>
<td>9/15/2014</td>
<td>6 MONTHS</td>
<td>March-15</td>
<td>SAE</td>
<td>242548</td>
<td>Out of Service</td>
<td>73%</td>
<td>88</td>
<td></td>
</tr>
<tr>
<td>9760917</td>
<td>Beall</td>
<td>9760917</td>
<td>9760917</td>
<td>10/20/2001</td>
<td>8/15/2014</td>
<td>6 MONTHS</td>
<td>September-14</td>
<td>SAE</td>
<td>242648</td>
<td>Out of Service</td>
<td>73%</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>110458</td>
<td>Mitsubishi</td>
<td>110458</td>
<td>110458</td>
<td>10/10/2011</td>
<td>10/10/2014</td>
<td>5 MONTHS</td>
<td>March-15</td>
<td>SAE</td>
<td>522698</td>
<td>Out of Service</td>
<td>73%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>07200</td>
<td>Land Rover</td>
<td>07200</td>
<td>07200</td>
<td>10/20/2011</td>
<td>9/15/2014</td>
<td>6 MONTHS</td>
<td>September-15</td>
<td>SAE</td>
<td>122612</td>
<td>Out of Service</td>
<td>61%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>ON01234</td>
<td>Mitsubishi</td>
<td>ON01234</td>
<td>ON01234</td>
<td>9/20/2011</td>
<td>9/15/2014</td>
<td>6 MONTHS</td>
<td>March-15</td>
<td>SAE</td>
<td>122612</td>
<td>Out of Service</td>
<td>61%</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>ON0176</td>
<td>Mitsubishi</td>
<td>ON0176</td>
<td>ON0176</td>
<td>8/15/2011</td>
<td>8/15/2014</td>
<td>6 MONTHS</td>
<td>March-15</td>
<td>SAE</td>
<td>1048011</td>
<td>Out of Service</td>
<td>58%</td>
<td>72</td>
<td></td>
</tr>
</tbody>
</table>
E. Drawings and Procedures
Supplemental Steel Print Unit 19540-19543

- Cut Existing X-Member to 72-3/4"

<table>
<thead>
<tr>
<th>PART</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PART</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2</td>
<td>Lift Plate Backer</td>
<td>H</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 8&quot;</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 23&quot;</td>
<td>I</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 56-3/8&quot;</td>
</tr>
<tr>
<td>C</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 25-11/16&quot;</td>
<td>J</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 13&quot;</td>
</tr>
<tr>
<td>D</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 31&quot;</td>
<td>K</td>
<td>3</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 14-3/8&quot;</td>
</tr>
<tr>
<td>E</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 19-1/4&quot;</td>
<td>L</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 22&quot;</td>
</tr>
<tr>
<td>F</td>
<td>1</td>
<td>Tube, Sq 18ga x 1-1/2&quot; x 19-1/4&quot;</td>
<td>M</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 72-3/4&quot;</td>
</tr>
<tr>
<td>G</td>
<td>2</td>
<td>Tube, Sq 18ga x 1-1/2&quot; x 3-1/2&quot;</td>
<td>N</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 7-7/8&quot;</td>
</tr>
</tbody>
</table>

Welded to Perimeter Channel

Note Changes in Angle Mounts
ALL Departments
Plates Fully Welded
Supplemental Steel Print Unit 19540-19543

Cut Existing X-Member to 72-3/4"

PART | QTY | DESCRIPTION
--- | --- | ---
A | 2 | Lift Plate Backer
B | 1 | C-Channel, 11ga 1" x 3-1/2" x 23"
C | 1 | C-Channel, 11ga 1" x 3-1/2" x 23-11/16"
D | 1 | Tube, Sq, 13ga x 2" x 31"
E | 1 | Tube, Sq 13ga x 2" x 19-1/4"
F | 1 | Tube, Sq 18ga x 1-1/2" x 19-1/4"
G | 2 | Tube, Sq 18ga x 1-1/2" x 3-1/2"
H | 1 | C-Channel, 11ga 1" x 3-1/2" x 8"
I | 1 | C-Channel, 11ga 1" x 3-1/2" x 56-3/8"
J | 1 | Tube, Sq, 13ga x 2" x 13"
K | 3 | C-Channel, 11ga 1" x 3-1/2" x 14-3/8"
L | 1 | Tube, Sq, 13ga x 2" x 22"
M | 1 | C-Channel, 11ga 1" x 3-1/2" x 72-3/4"
N | 1 | C-Channel, 11ga 1" x 3-1/2" x 7-7/8"

Welded to Perimeter Channel
Note Changes in Angle Mounts
ALL Departments:
Plates Fully Welded
For Galvaneal Steel Roof or Roof Top A/C Systems See Details

Non-Galv. Parts to be Sprayed Galvanize

TRUE 25' Structure

PART QTY DESCRIPTION CUT FROM
A 12 Roof Box, 18ga x 92-1/4" BS0202971
B 2 Cap, U-Channel 16ga x 1-1/2" x 12" BS0200017
C 2 Cap, U-Channel 16ga x 1-1/2" x 81" BS0200017
D 4 Flat Steel, 16ga x 3" x 22-1/2" BS0200002
E 1 Flat Steel, 16ga x 3" x 9-1/2" BS0200032
F 1 Flat Steel, 16ga x 3" x 11-1/2" BS0200032
I 2 Tube Steel, Rect 16ga 1" x 1-1/2" x 82-1/2" BS0202682
J 3 Flat Steel, 18ga x 8" x 22-1/2" BS0200150
K 3 Flat Steel, 18ga x 6" x 12-3/4" BS0200150
M 2 Tube Steel, Rect 16ga 1" x 1-1/2" x 10-1/2" BS0202682
N 2 Flat Steel, 16ga x 6" x 13-1/2" BS0200100

PART QTY DESCRIPTION CUT FROM
P 2 Tube Steel, Sq 16ga 1-1/2" x 46-1/2" BS0200960
Q 1 Tube Steel, Sq 16ga 1-1/2" x 24" BS0200960

Notes:
1. Viewed from exterior of vehicle.
2. Veld all flat steel flush to inside.
3. Rough openings are as follows:
   - 24" x 24" Escape Hatch

Model Type: UNIVERSAL 25'
Wheelbase: 186" / 190"
Part Number: BA040959 B
Floor Type: STD
Entry Door: 30"
Date: Nov 14, 2007
DRAWN BY: DB
Isometric view for Clarity.

NOTES: REF. DRAWING BA041353
WHEN ORDER CALLS FOR TWIN WINDOWS

<table>
<thead>
<tr>
<th>PART #</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PART NO.</th>
<th>CUT FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 65'</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 92'</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 24-7/8&quot;</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>1</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 84'</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 11-1/8&quot;</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>2</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 26-1/4&quot;</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>2</td>
<td>C-Channel, 11ga x 3-1/2&quot; x 20&quot;</td>
<td>BS020220</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>8</td>
<td>Flat Steel, 11ga x 3&quot; x 2&quot;</td>
<td>BS020302</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>1</td>
<td>Tube Steel, Rec, 14ga x 1-1/2&quot; x 2&quot; x 5'</td>
<td>BS020897</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>3</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 36-1/8&quot;</td>
<td>BS020969</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>1</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 85-1/8&quot;</td>
<td>BS020304</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>1</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 12-1/2&quot;</td>
<td>BS020304</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>1</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 9-1/2&quot;</td>
<td>BS020308</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>4</td>
<td>Tube Steel, Sq 19ga x 1-1/2&quot; x 22-3/8'</td>
<td>BS020969</td>
<td></td>
</tr>
</tbody>
</table>

GLAVAL
Rear Wall w/ Door
SP003RW C
F. Paint Adhesion and thickness Testing
May 13, 2016

To Whom It May Concern,

All of the exterior parts to manufacturer the Glaval Bus are brought in pre-fabricated to match the color of the OEM chassis. Glaval does not paint every bus unless it is specifically optioned for on the order. I have attached the guidelines that are followed when painting is a requirement.

Sincerely,

[Signature]

June Van Nevel
Dealer Representative
Material Specification

Exterior Metal Skin

SUBSTRATE
.024" Cold Rolled Galvanized A653

FINISH: EXTERIOR FACE

NOTE: MUST HAVE PROTECTIVE REMOVABLE FILM ON EXTERIOR FACE TO PROTECT FINISH

1. Color: Oxford White
2. Dry Film Thickness: 0.70 - 0.80 mils
3. Primer Dry Film Thickness: 0.15 - 0.25 mils
4. Total Film Thickness: 0.85 - 1.05 mils

PERFORMANCE:
1. 60 Degree Gloss: 80
2. Pencil: F-2H
3. T-Bend: 1-2T
4. Mek Rubs 100 Double
5. Reverse Impact: 60 inch pounds

FINISH: INTERIOR FACE

1. Color: Clear Epoxy
2. Dry Film Thickness: 0.10 - 0.30 mils

PERFORMANCE:
1. 60 Degree Gloss: 70+
2. Pencil: H Min
3. T-Bend: 0T
4. Mek Rubs 20 Double
5. Reverse Impact: 120 inch pounds
Product Information

Material: POLYDET® HG smooth
Sample thickness: 0.060" backside treated
Colors available: Ford-white, Arctic-white, Nu-white, Polar-white

USE / APPLICATION
The Polydet HG smooth is ideal for exterior use on recreational vehicle sidewalls and cargo applications. It can also be utilized for doors and luggage compartments.

CONSUMER CARE / MAINTENANCE
Minimum care is required to maintain appearance. Regular washing with mild detergents is recommended. We strongly recommend against using caustic, highly alkaline cleaners or cleaners with ammonia and not utilizing abrasive cleaners. Use a high-grade automotive wax as needed to restore Polydet HG smooth original luster and color.

<table>
<thead>
<tr>
<th>Properties</th>
<th>Value</th>
<th>Unit</th>
<th>Norm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>0.05</td>
<td>lb/cu.in</td>
<td>ISO 1183-1A</td>
</tr>
<tr>
<td>Glass content</td>
<td>25</td>
<td>%</td>
<td>ISO 1172</td>
</tr>
<tr>
<td>Water absorption</td>
<td>0.43</td>
<td>%</td>
<td>ISO 62</td>
</tr>
<tr>
<td>Barcol-Hardness</td>
<td>&gt;45</td>
<td>-</td>
<td>EN 59</td>
</tr>
<tr>
<td>Nominal weight</td>
<td>0.37</td>
<td>lb/sf</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mechanical Properties</th>
<th>Value</th>
<th>Unit</th>
<th>Norm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexural strength*</td>
<td>21,000</td>
<td>psi</td>
<td>ASTM D 790</td>
</tr>
<tr>
<td>Flexural modulus</td>
<td>790,000</td>
<td>psi</td>
<td>ASTM D 790</td>
</tr>
<tr>
<td>Flexural strain</td>
<td>3.7</td>
<td>%</td>
<td>ASTM D 790</td>
</tr>
<tr>
<td>Tensile strength</td>
<td>8,900</td>
<td>psi</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Tensile modulus</td>
<td>863,000</td>
<td>psi</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Elongation at break</td>
<td>1.2</td>
<td>%</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Impact strength</td>
<td>29</td>
<td>kJ/m²</td>
<td>ISO 179 / 2 n</td>
</tr>
<tr>
<td>HDT Base resin</td>
<td>180</td>
<td>°F</td>
<td>ISO 75-A</td>
</tr>
<tr>
<td>minimum bend radius</td>
<td>4</td>
<td>in</td>
<td>-</td>
</tr>
</tbody>
</table>

Edition: 01/2008

The indicated values are the result of measurements done on samples from the above mentioned productions. Consequently, they do not represent any specification.
PRODUCT DESCRIPTION:
TEC/BASE® OEM / RV Clearcoat TC835 is a premium quality, high solids, urethane clearcoat designed for productivity in a manufacturing environment. It has low HAPS, 3.5 VOC, provides excellent gloss hold out and appearance, and can be easily buffed after baking. With excellent flow and leveling properties, TC835 is an ideal clearcoat for larger surfaces where a wet-edge is necessary for longer application times.

TECHNICAL DATA:
- Weight Solids: 43.68%
- Volume Solids: 42.41%
- Mixing Ratio by Volume: 8 : 2 : 1
- Clearcoat : Hardener : Reducer
- Viscosity (sprayable) #2 Zahn: 16 - 20 sec
- Shelf Life: Unlimited
- Air Pressure at Gun: 55 - 60 psi
- Conventional
- HVLP/LVLP: 9 - 10 psi at the cap
- Recommended Dry Film Thickness: 2.0 - 3.0 mils
- VOC Sprayable: 3.5 lbs/gal max.
- HAPS Sprayable (TS#4): 0.05 lbs HAPS/lbs Solids
- Theoretical Coverage: 660 sq.ft./gal/mil min.

SURFACE PREPARATION:
TC835 RV Clearcoat is designed for use with Motorcoach Basecoat colors and properly prepared OE clearcoat in the case of blending.
Allow Motorcoach Basecoat color to flash 10-20 minutes before applying clearcoat when using TRS2 or TRS4 and 20-30 minutes when using TRS6 or TRS8.
Preparation for Blending Panels
1. Solvent clean with 6384 cleaner and wipe dry with a clean cloth.
2. Blend panel should be sanded with P600 grit or finer paper on a random orbital sander, or sanded with 1000-1200 grit wet, or scuff sand with a gray scotch bright and 6381 Prep Scuffing Gel and water. Rinse thoroughly and dry with a clean cloth.
3. Repeat step one, then thoroughly tack surfaces to be painted with a clean tack cloth.

MIXING:
- DO NOT ADD ACCELERATOR TO THIS CLEARCOAT.
- Mix 8 parts Clearcoat to 2 parts 8876 Hardener, and 1 part TS Reducer.
- Pot life of Clearcoat: Approximately 3 hours at 70°F; 2 hours at 90°F.

APPLICATION:
1. Adjust air pressure at the gun as follows:
   - 55-60 psi for conventional spray equipment
   - 45-50 psi for conventional gravity feed spray equipment
   - 9-10 psi air cap pressure for HVLP
2. Apply 2-3 wet coats at a gun distance of 4-6 inches. Each coat can be allowed to flash to hard slick. Desired film build is 2.0 - 3.0 mils (dry) allowing each coat to become hand slick before applying the next coat. Apply second coat of clearcoat within 45 minutes of the first to prevent a possible recoat lift.
3. To blend clearcoat edge, over reduce clear by adding 1 – 2 additional parts of TBSS. Use this material as a blending solvent to melt clearcoat edge. If using conventional gun, reduce air pressure to 25-30 psi at the gun and 5 psi cap pressure for HVLP.
   Optional 2-gun method: To blend clearcoat edge, use TBSS in second gun at low pressure 20-25 psi conventional and 5 psi HVLP cap pressure. Apply only enough blending solvent necessary to melt blend edge.
   IMPORTANT: Clean spray gun immediately after use with Gun and Equipment Cleaner.

Blend Panel Repair – When blending basecoat color into adjacent panel and clearcoating the entire panel, spray one coat of clear coat over the new basecoat color only. Then spray a second coat of clearcoat over the entire panel, limiting the clearcoat to one coat (1 mil) at the end of the repair panel, directly next to the adjacent non-repaired OEM panel.
DRYING SCHEDULE:
- Force Dry Times: 30 minutes at 120°F - 140°F surface temperature.

NOTE: Booth ramp up time needed to reach this desired surface temperature should be factored into the total bake cycle time. Bake times are based on surface temperature of 120-140°F. The time needed to reach this surface temperature is booth dependent. Additional time should be allowed for surface to reach the desired temperature. Use surface temperature gauge to insure proper surface temperature is being obtained.

<table>
<thead>
<tr>
<th></th>
<th>Air Dry</th>
<th>Bake Dry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handslick</td>
<td>7 minutes</td>
<td>7 minutes</td>
</tr>
<tr>
<td>Tack Free</td>
<td>2 ½ hours</td>
<td>after bake</td>
</tr>
<tr>
<td>Tape Free</td>
<td>Overnight</td>
<td>2 hours from cool down</td>
</tr>
<tr>
<td>Buffing Times:</td>
<td>Overnight</td>
<td>2 hours after cool down</td>
</tr>
</tbody>
</table>

RECOMMENDED GUNS:

<table>
<thead>
<tr>
<th>Spray Gun Type</th>
<th>Nozzle</th>
<th>Gun Pressure</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVLP Gravity Feed</td>
<td>1.4-1.5 mm</td>
<td>*9-10 psi</td>
</tr>
<tr>
<td>Pressure Pot</td>
<td>1.0-1.1 Tip</td>
<td>9-10 psi</td>
</tr>
</tbody>
</table>

*Use specific spray gun manufacturer air cap test kit to verify the appropriate air cap pressure for proper atomization.
*Adjust fluid control for proper delivery and atomization.
Note: 1.4 mm and 1.5 mm nozzle sets can be used if desired.
PRODUCT AT-A-GLANCE

TEC/BASE® OEM / RV Clearcoat

PRODUCT USE

- An easy-to-apply, high-gloss Acrylic Urethane System with excellent durability.
- Ideal for large surfaces with wet-edge properties.
- 3.5 VOC compliant.
- Designed for OEM quality and application.

BASECOAT SUITABLE SUBSTRATES

- OEM topcoats
- Aged refinishes
- Motorcoach Basecoat colors

SURFACE PREPARATION

TC835 Clearcoat is designed for use over Motorcoach Basecoat colors and properly prepared OE clearcoat in the case of blending.
- Allow Motorcoach Basecoat color to flash 10-20 minutes before applying clearcoat when using TRS2 or TRS4 and 20-30 minutes when using TRS6 or TRS8.

Preparation for Blending Panels
1. Solvent clean 6384 and wipe dry with a clean cloth.
2. Blend panel should be sanded with P800 grit or finer paper on a random orbital sander or scuff sand with a gray scotch bright and 6381 Prep Scuffing Gel and water. Rinse thoroughly and dry with a clean cloth.
3. Repeat step one, then thoroughly tack surfaces to be painted with a clean tack cloth.

MIXING

Basecoat

Stir or shake color thoroughly

Motorcoach Basecoat Color

1

TRS 2, 4, 5, 6

TEC/BASE® OEM / RV Clearcoat

TC835

8 Clearcoat

2 TRS 6670 or 6876

1 TS #4, #5, #5/#6 Blend

APPLICATION

Basecoat

Apply 2-3 medium coats. Allow each coat to flash until hand slick before next coat.

Clearcoat

Apply 2 wet coats.

Using a limited flash application method.

RECOAT

- Recoat basecoat colors before 14 days or scuff with a Grey Scotch Bright pad.
- Recoat basecoat color with TC835.

NOTES

- Basecoat will appear flat when dry.
- Do not use fisheye eliminators in basecoat color as it will adversely affect the adhesion of the clearcoat.
- If fisheyes are a problem in clearcoat, add up to ¼ ounce of 87 Fishey Eliminator per sprayable quart of clearcoat.
- A light scuff-sand with “400 grit dry” sandpaper over sufficiently cured basecoat is acceptable.

PERSONAL PROTECTION

- Read all label directions before use.
- Refer to MSDS for specific information.
- Wear a positive air respirator when mixing and applying.

- Wear a NIOSH approved dust particulate mask when sanding.
- Wear safety glasses, shoe covers, coveralls and latex gloves, stretch hood when using this product.

To learn more about Martin-Senour Automotive Products, visit our Web site at www.martinsenour-autopaint.com
©2006 Martin-Senour Automotive Finishes Corp.
Cleveland, OH 44115
Printed in USA
MA4949
11/06
**SUITEABLE SUBSTRATES**

- Sanded Gelcoat
- OEM Enamels
- Aged Finishes
- 4.6 Epoxy
- Tec/PRIME® Primer-Surfacers
- Trio/Prime® Etching Filler
- Tec/PRIME® Plus Primer-Surfacers
- Tec/SEAL® Sealers
- 6264 Adhesion Promoter
- Martin Senour® Complete Color Surfacer/Sealer System
- 5180 2K Adhesion Promoter

**MIXING**

![MIXING Diagram]

1 Tec/BASE® MB Color + 1 TRS2, TRS4, TRS8

OR

16 Tec/BASE® MB Color + 16 BCS1, BCS2, BCS3, BCS4 + 1 TH704 Hardener

Note: Stir or shake MB Color thoroughly before mixing. Stir thoroughly after mixing and strain mixed product before use.

Note: Reduced Pot Life is 5 days.

**APPLICATION**

**Pressure Feed / Siphon Feed**

Apply 2-3 medium coats. Allow each coat to flash until hand slick before next coat. 45 psi
- Use a 25 to 30 psi low-pressure mist coat to even out metallic/mica colors and for blending

**HVLP**

Apply 2-3 medium coats. Allow each coat to flash until hand slick before next coat. 8-10 psi @ cap
- Use a low-pressure (4-5 psi) mist coat to even out metallic/mica colors and for blending

**RECOAT**

- Clear coat Tec/BASE® M8 color with Tec/BASE® Clear coat. See Clear coat data sheet for specific instructions.
- Reccoat basecoat color before 14 days or remove basecoat color.

**NOTES**

- Basecoat will develop satin finish when dry.
- Do not use fisheye eliminators in basecoat color.
- If dirt or contaminant must be removed, light scuff sanding with P500 grit sandpaper over sufficiently cured basecoat is acceptable.
- Basecoat must be re-applied to scuff sanded areas before clear coating.
- Do not solvent clean basecoat.

**PERSONAL PROTECTION**

- For use by trained professionals only.
- Read label, directions, and MSDS before use.
- Use appropriate Personal Protective Equipment during preparation, mixing and spraying.
PRODUCT DESCRIPTION:
Tec/BASE® M8 is an easy-to-apply, fast drying basecoat developed specifically for the Motor Coach and Recreational Vehicle Market. Tec/BASE® M8 uses state of the art resin technology that gives improved flash times, tape track resistance and excellent basecoat/clear coat performance. Tec/BASE® M8 can be taped over in as little as 10 minutes and offers exceptional clear coat gloss hold out and distinction of image, while providing excellent system performance. Tec/BASE® M8 utilizes special stabilizers that make the blending of colors easier and locks metallic/mica flakes into position enhancing mottle resistance. Tec/BASE® M8 meets MACT compliance standards for coating plastic on over the road vehicles.

SURFACE PREPARATION:
1. Final sand repair area with P400 - P600 grit sandpaper. When directly top coating over primer, final sand with P800-P800 sandpaper.
2. Solvent clean with appropriate Martin Senour surface cleaner and wipe dry with a clean cloth.
3. Treat sand-throughs to bare metal with self-etching primer.

Preparation for Blending Panels (Prior to Basecoat Application):
1. Solvent clean with appropriate Martin Senour surface cleaner and wipe dry with a clean cloth.
2. Blend panel should be sanded with P600 – P1000 grit sand paper on a random orbital sander or with 6381 scuffing gel and water using a gray nylon-scuffing pad. Rinse surface thoroughly and wipe dry with a dry clean cloth.
3. Repeat step one - then thoroughly tack the surface to be painted with a clean tack cloth.

APPLICATION:
1. Adjust air pressure at gun to 45 psi for siphon feed or pressure feed (adjust pot pressure to 8-10 psi). Use 20 psi for small repairs to minimize over spray. Set air cap psi at 8-10 pounds for HVLP.
2. Apply 2-3 medium wet coats at a gun distance of 8-10 inches, spray to hiding, allowing each coat to become hand slick before applying the next coat.
   a. For Metallics – Low Pressure Mist Coat: After hiding is achieved and the basecoat has been allowed to flash to a dull appearance, apply a low pressure mist coat at 25 to 30 psi for a conventional gravity feed gun by increasing gun distance to 10 – 12 inches to achieve a wet droplet appearance. This will help keep metallic/mica particles uniform. The low-pressure mist coat is also used when blending into the original finish.
   b. For small repairs, apply basecoat at 20 - 30 psi to minimize over spray; a low-pressure mist coat is not required in this situation.

BLENDING:
1. To maximize blending Tec/BASE® M8 basecoat, mix ready to spray (RTS) basecoat color with 5180 Basecoat Transparent 2K Adhesion Promoter 25% (1 part 5180 to 4 parts RTS basecoat) and up to 100% (1 part 5180 to 1 part RTS basecoat) for final blending application. (For complete product usage regarding 5180, refer to 5180 Product Data Sheet.)

DRYING SCHEDULE:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dust Free</td>
<td>5 minutes</td>
<td>5 minutes</td>
<td>6 minutes</td>
<td>7 minutes</td>
</tr>
<tr>
<td>Tape Time</td>
<td>8-10 minutes</td>
<td>8-10 minutes</td>
<td>10-15 minutes</td>
<td>15-20 minutes</td>
</tr>
<tr>
<td>Recoat Time</td>
<td>15-20 minutes</td>
<td>20-30 minutes</td>
<td>25-35 minutes</td>
<td>30-40 minutes</td>
</tr>
</tbody>
</table>

Note: Times are based on the recommended dry film thickness of 3 – 1.5 mils for basecoat color. Thicker film will extend drying schedule. Air dry times at 75° and 50% Relative Humidity.

REGULATORY DATA:

<table>
<thead>
<tr>
<th></th>
<th>As Packaged</th>
<th>As Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>G/L</td>
<td>Lbs/Gal</td>
<td>Lbs/Gal</td>
</tr>
<tr>
<td>VOC Total</td>
<td>676</td>
<td>743</td>
</tr>
<tr>
<td>VOC Less Exempt</td>
<td>726</td>
<td>789</td>
</tr>
<tr>
<td>Lbs/Gal Solids</td>
<td>6.05</td>
<td>6.42</td>
</tr>
<tr>
<td>HAPs</td>
<td>15.11</td>
<td>10.45</td>
</tr>
<tr>
<td>Wt. %</td>
<td>1.43</td>
<td>1.04</td>
</tr>
<tr>
<td>Vol. %</td>
<td>73.9%</td>
<td>85.4%</td>
</tr>
<tr>
<td>Water</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Exempt Compounds</td>
<td>5.8%</td>
<td>3.0%</td>
</tr>
<tr>
<td>Density</td>
<td>922</td>
<td>902</td>
</tr>
<tr>
<td>Lbs/Gal</td>
<td>7.70</td>
<td>7.53</td>
</tr>
</tbody>
</table>

©2007 The Martin Senour Company
Cleveland, OH 44115

Printed in USA

MA4792
11/27/07
G. Tapping Plate Drawings
May 13, 2016

To Whom It May Concern,

Glaval Bus does not use tapping plates for securing components. We add in structural steel where added support is required. I have attached drawings showing the different locations of the additional steel that was required for wheelchair locations and stanchions. This is a reference for one of the buses that was previously built for a Cal Act bus.

Sincerely,

June Van Nevel
Dealer Representative
Supplemental Steel Print Unit 19540-19543

Cut Existing X-Member to 72-3/4"
TRUE 25' Structure

Non-Galv. Parts to be Sprayed
Galvanize

For Galvaneal Steel Roof or Roof Top A/C Systems
See Details

Notes:
1. Viewed from exterior of vehicle.
2. Weld all flat steel flush to inside.
3. Rough openings are as follows:
   24" x 24" Escape Hatch

Model Type:
UNIVERSAL 25'

Wheelbase:
186" / 190"

Part Number:
BA040959 B

Floor Type:
STD

Entry Door:
30"

Date:
Nov 14, 2007

DRAWN BY:
DB
H. Stanchion Testing
May 13, 2016

To Whom It May Concern,

Attached are the roof and floor overlay drawings showing that all components are being attached to additional steel placement. This is a reference for one of the buses that was previously built for a Cal Act bus.

Sincerely,

[Signature]

June Van Nevel
Dealer Representative
Supplemental Steel Print Unit 19540-19543

Cut Existing X-Member to 72-3/4" - Floor Overlay

<table>
<thead>
<tr>
<th>PART</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2</td>
<td>Lift Plate Backer</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 23&quot;</td>
</tr>
<tr>
<td>C</td>
<td>1</td>
<td>C-Channel, 11ga 1&quot; x 3-1/2&quot; x 25-11/16&quot;</td>
</tr>
<tr>
<td>D</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 31'</td>
</tr>
<tr>
<td>E</td>
<td>1</td>
<td>Tube, Sq, 13ga x 2&quot; x 19-1/4&quot;</td>
</tr>
<tr>
<td>F</td>
<td>1</td>
<td>Tube, Sq 18ga x 1-1/2&quot; x 19-1/4'</td>
</tr>
<tr>
<td>G</td>
<td>2</td>
<td>Tube, Sq 18ga x 1-1/2&quot; x 3-1/2&quot;</td>
</tr>
</tbody>
</table>

H 1 C-Channel, 11ga 1" x 3-1/2" x 3'
I 1 C-Channel, 11ga 1" x 3-1/2" x 56-3/8'
J 1 Tube, Sq, 13ga x 2" x 13'
K 3 C-Channel, 11ga 1" x 3-1/2" x 14-3/8'
L 1 Tube, Sq, 13ga x 2" x 22'
M 1 C-Channel, 11ga 1" x 3-1/2" x 72-3/4'
N 1 C-Channel, 11ga 1" x 3-1/2" x 7-7/8'

Welded to Perimeter Channel
Note Changes in Angle Mounts
ALL Departments:
Plates Fully Welded
I. Front End Alignment
### GMC 2015 Savana 2500/3500/4500

#### Front Axle 1: Left

<table>
<thead>
<tr>
<th>Actual</th>
<th>Before</th>
<th>Specified Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.55°</td>
<td>0.60°</td>
<td>-0.35° to 0.85°</td>
</tr>
<tr>
<td>5.15°</td>
<td>5.25°</td>
<td>3.30° to 5.30°</td>
</tr>
<tr>
<td>0.03in</td>
<td>0.05in</td>
<td>-0.03in to 0.08in</td>
</tr>
</tbody>
</table>

#### Front Axle 1: Right

<table>
<thead>
<tr>
<th>Actual</th>
<th>Before</th>
<th>Specified Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.05°</td>
<td>0.95°</td>
<td>-0.35° to 0.85°</td>
</tr>
<tr>
<td>5.55°</td>
<td>5.40°</td>
<td>3.70° to 5.70°</td>
</tr>
<tr>
<td>0.03in</td>
<td>0.44in</td>
<td>-0.03in to 0.08in</td>
</tr>
</tbody>
</table>

#### Cross Camber

<table>
<thead>
<tr>
<th>Actual</th>
<th>Before</th>
<th>Specified Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.55°</td>
<td>0.55°</td>
<td>-0.60° to 0.60°</td>
</tr>
<tr>
<td>-0.40°</td>
<td>-0.15°</td>
<td>-1.15° to 0.35°</td>
</tr>
<tr>
<td>0.06in</td>
<td>0.49in</td>
<td>-0.05in to 0.15in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Actual</th>
<th>Before</th>
<th>Specified Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>-0.07°</td>
<td>-0.07°</td>
<td></td>
</tr>
</tbody>
</table>

### Aftermarket Alignment

- John Knapp
- Date: 11/12/18 10:55 AM
WATER TEST DOCUMENTATION

The Glaval Bus water test booth offers exceptional performance in the area of water leak detection. With nozzles directed at the roof, sidewalls, and front, nothing goes untouched in our quest for leak elimination. Using both velocity and volume in our test procedure ensures our valuable customers that we are doing the utmost to deliver a leak-free product to them.

The approximately 25' x 45' test facility utilizes 158 nozzles, (5) rows on the front, (12) rows each side, and (4) rows on the roof with 45° angled nozzles at the rear. The test booth includes two recycling tanks and utilizes a 12HP pump with a dual filtering system capable of delivering approximately 30 psi.

The water test runs for a minimum of 15 minutes per a certified timer before the visual inspection begins. The vehicle is then checked by sight and touch at no less than (12) individual inspection points while the water spray is continuing.

A complete passing test document is then signed, dated, and kept on file for review. A copy is available upon request. Visitors are always welcome to witness the test booths whenever they are in operation.
K. Side Wall Turing
Not Applicable to this Bus Design
L. QVM from OEM
Ford Motor Company is proud to recognize Glaval Bus Division, Forest River as a participant in the Transit Bus Qualified Vehicle Modifier Program. November, 2015

Richard D. Cupka - SVF Quality Programs Mgr.
April 1, 2014

Clay Hartman
A-Z Bus Sales
3418 52nd Avenue
Sacramento, CA 95823

Re: Chevy QVM

Dear Clay,

As we discussed on the phone, Chevy does not have a "QVM" program like Ford does. However, each OEM has Body Builder guidelines. We follow the OEM guidelines for each product we offer. We also will utilize the same Ford QVM guidelines throughout all of our product offerings to keep the products consistent. Glaval Bus is ISO 9001 certified as well.

I hope this information is helpful. Please feel free to contact me if there is anything else you need.

Sincerely,

John Skelton
Director of Engineering
CERTIFICATE

The Certification Body of
TÜV SÜD AMERICA INC.

hereby certifies that

Glaval Bus
914 County Rd #1 N
Elkhart, IN 46514 USA

has implemented a Quality Management System
in accordance with:

ISO 9001:2008

The scope of this Quality Management System includes:

Design and Manufacture of Shuttle Buses

Certificate Expiry Date: December 8, 2016
Certificate Registration No: 951 07 4532
Effective Date: December 9, 2013

Gary Minks
VP, Regulatory Affairs
N. Amperage Draw Calculation
### Heat and AC on High

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>2</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Idle = 170**

**% = 105.05**

### Heat and AC on High Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>2</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.10</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Fast Idle = 220**

**% = 80.86**

### Heat and AC on no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>7</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>2.8</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.10</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>0</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Idle = 170**

**% = 66.41**

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**

### AC on with no Heat

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>7</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>2.8</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Idle = 170**

**% = 100.34**

### AC on with no Heat Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>7</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>2.8</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Fast Idle = 220**

**% = 77.23**

### AC on no Heat no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>7</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>2.8</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.10</td>
<td>0.32</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 Rear Evap</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 Condensor</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>Emergency Lights</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>0</td>
<td>Braun Century Lift **</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>Heated Mirrors</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**OEM @ Idle = 170**

**% = 61.71**

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**
**ENTOURAGE**

Load Calculations

### Heat and AC on High

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 194.95

**OEM @ Idle**: 175

**%**: 111.40

### AC on with no Heat

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 180.2

**OEM @ Idle**: 175

**%**: 102.97

### Heat and AC on High Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>2</td>
<td>65K Heater</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.3</td>
</tr>
<tr>
<td>1</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 202.8

**OEM @ Fast Idle**: 210

**%**: 96.57

### AC on with no Heat Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 195.95

**OEM @ Fast Idle**: 210

**%**: 93.31

### Heat and AC on no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>2</td>
<td>65K Heater</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>0</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 137.95

**OEM @ Idle**: 170

**%**: 81.15

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**

### AC on no Heat no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>9</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>3.6</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>0</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>0</td>
<td>BRAUN CENTURY LIFT</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/CD</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

**Total**: 123.27

**OEM @ Idle**: 170

**%**: 72.51

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**
## Heat and AC on High

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 REAR EVAP</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 180.96

OEM @ Idle: 200
%

## Heat and AC on High Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.19</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>20.5</td>
<td>20.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 180.3

OEM @ Fast idle: 300
%

## Heat and AC on no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>20.5</td>
<td>20.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 115.3

OEM @ Idle: 200
%

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**

## AC on with no Heat

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>EM-1 REAR EVAP</td>
<td>29.5</td>
<td>29.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 172.98

OEM @ Idle: 200
%

## AC on with no Heat Fast Idle on

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>20.5</td>
<td>20.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 172.3

OEM @ Fast Idle: 300
%

## AC on no Heat no Lift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Load</th>
<th>Current</th>
<th>Total Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Dome Light</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>13</td>
<td>LED Interior Lights</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>2</td>
<td>LED ADA Lights</td>
<td>0.34</td>
<td>0.68</td>
</tr>
<tr>
<td>2</td>
<td>Step Lights</td>
<td>0.16</td>
<td>0.32</td>
</tr>
<tr>
<td>1</td>
<td>65K Heater</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>EM-3 REAR EVAP</td>
<td>20.5</td>
<td>20.5</td>
</tr>
<tr>
<td>1</td>
<td>CM-3 CONDENSOR</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>1</td>
<td>EMERGENCY LIGHTS</td>
<td>0.15</td>
<td>0.45</td>
</tr>
<tr>
<td>1</td>
<td>BIANC CENURYLIFT **</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1</td>
<td>AM/FM Stereo w/C&amp;D</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>HEATED MIRRORS</td>
<td>7.75</td>
<td>7.75</td>
</tr>
<tr>
<td>1</td>
<td>OEM</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Total: 107.3

OEM @ Idle: 200
%

**NOTE: LIFT USE TIME IS 15 SECONDS MAX**
0. Parts Availability Letter of Non Issues
PARTS AVAILABILITY

This letter is to certify that Glaval Bus does not anticipate any work shortages or walk outs during the production of any of the Cal Act production times.

Nor does Glaval Bus anticipate any Parts shortages during this time frame. What parts we do not carry on hand should be readily accessible from our suppliers for any needs that the customer may need.

Sincerely,

June Van Nevel
Dealer Representative
P. Plant Flow
Process Owner: Production Manager

Process Objective: Weld units to meet customer requirements.

- **Management Activities**
  - Plant Meeting Safety Meeting

- **Resources**
  - Personnel, Equipment, Facilities, Tooling, Information
  - Production Personnel
    - Tape Measure
    - Jigs
    - Crane Lift
    - Forklifts
    - Two Way Radios
    - Welding

- **Controls**
  - Green Job Packet Traveler
  - On Line Inspection

- **Measures Targets/Actuals**
  - Green Job Packet Inspection
  - Internal Audits
  - ISO QVM

- **Support Activities**
  - Internal Audits Training

**Process Management**
- **Inputs**
  - Chassis Chassis Large Chassis Small Chassis

- **Bay Door**
  - Rework
  - Riser Kit

- **Process**
  - Sew
  - Large Bus Line
  - Small Bus Line

- **Outputs**
  - Fiberglass Prep
  - Roof Lamination
  - Skirt Prep
Process Owner: Specialty Inspection Manager and Supervisor
Process Objective: Add customer requirements to meet customer expectations.
Q. FMVSS Self Certification
GLAVAL BUS

FMVSS 220 Rollover Protection Test
on a 2011 G4500 Chevrolet Express Chassis,
96" wide x 26' Long, Titan II, five (5) row passenger bus.

6/10/2015

This test report contains twenty (20) pages, including the cover sheet. Any additions to, alterations of, or unauthorized use of excerpts from this report are expressly forbidden.

2015-812
1. TITLE

FMVSS 220 Rollover Protection Test on a 2011 G4500 Chevrolet Express Chassis, 96" wide x 26' Long, Titan II, five (5) row passenger bus.

2. OBJECTIVE

To test a Glaval Bus five (5) row passenger bus roof structure while under a static load, per the mentioned safety standard in Section 6 of this report, using the provided finished Unloaded Vehicle Weight.

This test report pertains only to the specimen tested. It remains the sole responsibility of the manufacturer to provide a product consistent to that which was tested.

3. TESTED FOR

Glaval Bus
914 C.R. 1 North
Elkhart, IN 46514

4. TESTING ORGANIZATION

Progressive Engineering Inc.
58840 State Road 15
Goshen, IN 46528

www.p-e-i.com

See IAS Evaluation Report TL-178 for ISO 17025 Accreditation

5. TESTING PERSONNEL

Director of Testing - Jason R. Holdeman
Project Manager - Andrew Alger
Technician - Justin Witmer

Test was witnessed by Rob Froelich of Glaval Bus.

6. REFERENCE STANDARDS


7. TEST EQUIPMENT

Six (6) Hydraulic Cylinders
Two (2) Dial Indicators (PEI No's. 843 and 844)
Five (5) Load Cells - (PEI No's. 414, 459, 460, 862, and 863)
Four (4) String Potentiometers (PEI No's. 639, 808, 830, and 881)
Data Acquisition System (PEI No. 643)

8. TEST SPECIMEN

The vehicle was a Glaval Bus 2011 G4500 Chevrolet Express, VIN No. 1GB6G5BL5B1181267, 96" Wide x 26' Long, Titan II, five (5) row passenger bus with a Duramax Diesel engine. The vehicle was provided to PEI with the roof secured to the vehicle as shown in the attached photographs.

Unloaded Vehicle Weight
9,464 lbs

The specimen drawings were provided to PEI by Glaval Bus, The client opted not to have PEI personnel verify the test specimen to the drawings.

The Unloaded Vehicle Weight was provided to PEI by Rob Froelich of Glaval Bus.

9. TEST SET-UP

Concrete blocks were set between the vehicle chassis rails and the lab floor so that the vehicle was entirely supported by means of the frame. A flat, rigid rectangular steel platform, which was measured with respect to the vehicle roof longitudinal and lateral centerlines, was suspended over the vehicle. The overall dimensions of the platform were 36" wide x 224" long. A hydraulic cylinder that was anchored to the laboratory floor was positioned under each end of the I-beams located on the platform.

Load cells were placed in-line with the hydraulic cylinders. See attached Fixture drawings no. F1753 and F1754 for details.

10. TEST PROCEDURE

A. Initial Readings
Dial indicators were positioned inside the vehicle at the front and rear near where the front and rear edges of the platform would be located. The force application plate was lowered onto the vehicle roof until full load of the platform was applied. Deflection readings were then taken at the dial indicators inside the vehicle located at the front and rear of the platform edge.
B. FULL LOAD Readings
The additional force required to attain 1.5 times the Unloaded Vehicle Weight was generated through the six (6) hydraulic cylinders and measured using calibrated tension load cells. The load was applied at a gradual rate not in excess of .5" per second. Deflection readings were taken at 50% FULL LOAD and at FULL LOAD. When the FULL LOAD was reached, it was held while the deflection readings were recorded. With the FULL LOAD applied the entry doors and egress windows were checked for their opening functionality.

C. Released Load Readings
The force application plate hydraulic load was released from the vehicle, and residual deflection readings were recorded. The entry doors and egress windows were checked for their opening functionality.

11. TEST REQUIREMENTS

A force equal to 1-1/2 times the Unloaded Vehicle Weight is applied to the roof at the vehicle's body structure through a flat rigid force application plate.

The downward vertical movement at any point on the application plate shall not exceed 5.12". Each emergency exit of the vehicle shall be capable of opening during full application of the force and after release of the force.

12. TEST RESULTS

See the attached data page for test results.

13. CONCLUSION

The Glaval Bus 2011 G4500 Chevrolet Express, VIN No. 1GB6G5BL5B1181267, 96" Wide x 26' Long, Titan II, five (5) row passenger bus, did have adequate securement and structure to reach and sustain the test loads as required in FMVSS 220 Section S4, for the Unloaded Vehicle Weight.

The maximum deflection recorded was 3.1" at a maximum load of 15,947 lbf. The roadside, curbside, and the rear egress windows were operable under the required force application of 14,196 lbf and after release of the load.
Progressive Engineering Inc.
FMVSS 220 Rollover Protection Test

Date: 6/10/2015
Client: Glaval Bus

Vehicle / Specimen 2011 G4500 Chevrolet Express, VIN No. 1G6G5BL5B1181267,
Description: 96" wide x 26' Long, Titan II, five (5) row passenger bus.

Test Information

Application Plate Weight: 2,086 lb
Application Plate Size: 36" wide x 224" long

Temperature: 74°F
Relative Humidity: 66%

Unloaded Vehicle Weight *UVW: 9,464 lb
1-1/2 x UVW: 14,196 lbf

* The UVW was provided by: Rob Froelich of Glaval Bus

Test Details

<table>
<thead>
<tr>
<th>Load Increment</th>
<th>Actual Load</th>
<th>Front Roadside Corner</th>
<th>Front Curbside Corner</th>
<th>Rear Roadside Corner</th>
<th>Rear Curbside Corner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>500 lbf</td>
<td>.32&quot;</td>
<td>.32&quot;</td>
<td>.55&quot;</td>
<td>.55&quot;</td>
</tr>
<tr>
<td>50% of 1.5 x UVW</td>
<td>7,096 lbf</td>
<td>1.21&quot;</td>
<td>.95&quot;</td>
<td>.95&quot;</td>
<td>1.32&quot;</td>
</tr>
<tr>
<td>100% of 1.5 x UVW</td>
<td>14,196 lbf</td>
<td>2.89&quot;</td>
<td>2.15&quot;</td>
<td>1.77&quot;</td>
<td>2.21&quot;</td>
</tr>
<tr>
<td>At Max Load</td>
<td>15,947 lbf</td>
<td>3.10&quot;</td>
<td>2.40&quot;</td>
<td>2.07&quot;</td>
<td>2.63&quot;</td>
</tr>
<tr>
<td>Residual</td>
<td>2,086 lbf</td>
<td>1.76&quot;</td>
<td>1.63&quot;</td>
<td>1.20&quot;</td>
<td>1.27&quot;</td>
</tr>
</tbody>
</table>

See attached chart for more Load vs. Deflection data. Max Load Attained: 15,947 lbf "PASS"

Comments/Observations:
Cracking noises heard throughout testing, mostly the sound of fiberglass being deformed. The corner over the driver head had deformation. During the testing it the front stanchion pole made contact with the roof. Rear of bus had some deformation noted in the roof bows with flattening out during the force application.

FMVSS 217 Emergency Exit Release in Pounds-Force (lbf)

<table>
<thead>
<tr>
<th></th>
<th>Handle Effort</th>
<th>Exit Release</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full Load</td>
<td>Unloaded</td>
<td>Full Load</td>
</tr>
<tr>
<td>Curb Side Window</td>
<td>5.3</td>
<td>5.3</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Road Side Window</td>
<td>11.5</td>
<td>11.1</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Rear Egress Window</td>
<td>11.5</td>
<td>13.9</td>
<td>&lt; 1</td>
</tr>
<tr>
<td>Low Force Requirement</td>
<td>&lt;20 lbf</td>
<td>&lt;20 lbf</td>
<td>&lt;20 lbf</td>
</tr>
<tr>
<td>High Force Requirement</td>
<td>&lt;60 lbf</td>
<td>&lt;60 lbf</td>
<td>&lt;40 lbf</td>
</tr>
</tbody>
</table>

* - The higher force of the two (2) handles is shown.
R. Buy America Cost Break Down
SEE SECTION 3 THIS SECTION RESERVED FOR POST DELIVERY BA
S. Buy America Certificate of Compliance
SEE SECTION 3  THIS SECTION RESERVED FOR POST DELIVERY BA
T. Sales Order for Cal/Act
SEE SECTION 3  THIS SECTION RESERVED FOR POST DELIVERY BA
U. Pilot Bus Initial audit
SEE SECTION 3 THIS SECTION RESERVED FOR POST DELIVERY
V. Proof of Altoona Testing
EXECUTIVE SUMMARY

Glaval Bus, Inc., submitted a model Universal, diesel-fueled, 17 seat/26-foot bus, for a Partial STURRA test in the 7 yr/200,000 mile test category. The Federal Transit Administration determined that the following tests would be performed: 2. Reliability and 5.7 Structural Durability. Testing started on October 24, 2001 and was completed on December 7, 2001. The check-in section of the report provides a description of the bus and specifies its major components.

The primary part of the test was the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on October 25, 2001 and was completed on December 3, 2001.

The interior of the bus is configured with seating for 17 passengers including the driver and 2 wheelchair positions. Free floor space will accommodate 11 standing passengers resulting in a potential capacity of 28 + 2 wheelchair positions. At 150 lbs per person, this load results in a measured gross vehicle weight of 15,240 lbs. In order to avoid exceeding the GAWR (9,450 lbs) of the rear axle. Ballast for all 11 standing passengers was eliminated. This reduction from full capacity resulted in an adjusted measured gross vehicle weight of 13,650 lbs and was used for dynamic testing. The first segment (GVW) and the middle segment (SLW) were performed at the same 13,650 lbs. The final segment was performed at a curb weight of 10,000 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled W and unscheduled maintenance is provided in the Maintainability section of this report.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the four reported failures, one was a Class 3 and three Class 4.
EXECUTIVE SUMMARY

Glaval Bus/Div. of Forest River submitted a model Universal, CNG-powered 17 seat/25-foot bus, built on a Ford E-450 chassis for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 2,913 miles. Testing started on June 28, 2010 and was completed on October 29, 2010. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on June 28, 2010 and was completed on October 18, 2010.

The interior of the bus is configured with seating for 17 passengers including the driver and 2 wheelchair positions. Free floor space will accommodate 9 standing passengers resulting in a potential load of 26 persons plus 2 wheelchair positions. At 150 lbs per person, this load results in a measured gross vehicle weight of 15,000 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 15,000 lbs. Note: at Gross Vehicle Load (GVL), the weight of the rear axle exceeds the rear GAWR by 850 lbs and exceeds the GVWR by 500 lbs. The middle segment was performed at a seated load weight of 13,670 lbs and the final segment was performed at a curb weight of 10,000 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR’s) or the Gross Vehicle Weight Ratings (GVWR’s) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the six reported failures, five were Class 3 and one was a Class 4.
The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 16.70 seconds. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 28.20' at 20 mph, 50.76' at 30 mph, 85.73' at 40 mph and 110.97' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 26.13'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.472 inches with a permanent set ranging between -0.004 to 0.006 inches under a distributed static load of 10,950 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks therefore the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 6.9 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 0.93 M/lb, 0.94 M/lb, and 1.76 M/lb respectively; with an overall average of 1.08 M/lb.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively. Emissions testing was also performed. These data are listed in Section 8.
VEHICLE SPECIFICATIONS
ACCESSIBLE PARATRANSIT VEHICLES

ATTACHMENT A-1
(Rev 3)

Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative

October 2015
TABLE OF CONTENTS

1.0 SCOPE ............................................................................................................................................. 4
2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS ................................................................. 4
2.2 ALTOONA BUS TESTING .................................................................................................................. 5
3.0 VEHICLE TYPES AND SPECIFICATIONS TABLE ......................................................................... 5
4.0 SPECIFICATION REQUIREMENTS ..................................................................................................... 6
4.1 VEHICLE LOADING .......................................................................................................................... 6
4.1.1 UNLADEN WEIGHT .................................................................................................................... 6
4.2 ENGINE ............................................................................................................................................... 6
4.2.5 CNG ............................................................................................................................................... 6
4.3 PROPANE ........................................................................................................................................... 7
4.4 TRANSMISSION ................................................................................................................................. 7
4.5 BRAKES ............................................................................................................................................. 7
4.6 SPRINGS ............................................................................................................................................ 7
4.7 SHOCK ABSORBERS ......................................................................................................................... 7
4.8 STEERING ......................................................................................................................................... 8
4.9 WHEELS ............................................................................................................................................. 8
4.9.5 BUMPERS ...................................................................................................................................... 8
5.0 AXLES ............................................................................................................................................... 8
5.1 DRIVESHAFT ..................................................................................................................................... 8
5.2 ELECTRICAL .................................................................................................................................... 8
5.21 WIRING AND SWITCHES .................................................................................................................. 8
5.22 CHARGING SYSTEM ........................................................................................................................ 9
5.23 LIGHTS ........................................................................................................................................... 9
5.24 BATTERIES ..................................................................................................................................... 10
5.25 BATTERY TRAY .............................................................................................................................. 10
5.26 GROUNDS ......................................................................................................................................... 10
5.3 FUEL TANK ...................................................................................................................................... 10
5.4 INSTRUMENT PANEL ....................................................................................................................... 11
5.5 BACK-UP ALARM ............................................................................................................................ 11
5.6 BODY MODIFICATIONS .................................................................................................................... 11
5.7 STRUCTURE ..................................................................................................................................... 11
5.71 ROOF CONSTRUCTION ..................................................................................................................... 11
5.72 BUS BODY ....................................................................................................................................... 12
5.8 SEATING .......................................................................................................................................... 12
5.9 FLOORS .......................................................................................................................................... 15
5.9.1 FLOOR COVERING ..................................................................................................................... 15
6.0 REAR EMERGENCY EXIT .................................................................................................................. 15
6.1 ENTRY DOOR .................................................................................................................................... 15
6.2 ENTRY STEPS .................................................................................................................................... 15
6.21 DRIVERS RUNNING BOARD/ASSIST ............................................................................................. 16
6.3 MODESTY PANELS .......................................................................................................................... 16
6.4 INTERIOR PANELING ...................................................................................................................... 16
6.5 WINDOWS ......................................................................................................................................... 17
6.6 INSULATION ....................................................................................................................................... 17
6.7 PAINT AND TRIM .............................................................................................................................. 17
6.8 FRONT CAP ....................................................................................................................................... 17
6.9 UNDERCOATING
6.91 WHEELHOUSING
6.95 AIR CONDITIONING
7.0 HEATER
7.1 MOBILITY AID LIFT
7.3 LIFT ENTRY DOOR
7.5 CONTROL INTERLOCK
7.61 PARK CRANK ONLY MODULE
8.0 SECUREMENT DEVICES
8.5 ADDITIONAL EQUIPMENT
8.6 PAINTING, DECALS AND MONOGRAMS
8.7 PARTS BOOKS, MANUALS AND DRAWINGS
9.0 BASE PRICE
10.0 OPTIONS
11.0 ANTENNA ACCESS PLATE
12.0 FLOOR PLANS
SPECIFICATIONS FOR PARATRANSIT BUS

1.0 SCOPE
1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer’s published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001: certified. A copy of this certification must accompany the bid submittals.

1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

2.2 ALTOONA BUS TESTING: Bidders that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 5-year/150,000 mile service life to CFR 49 part 665. Class A vehicles are required to test at a minimum for 4-year/100,000 service life. Final test report (hardcopy and electronic version on thumb drive) shall be submitted with the bid. Bidders for CNG vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the Cooperative’s prior to final acceptance of the first vehicle by a recipient. Failure to comply with this requirement will result in nullification of conditional award. Offerors may not offer buses using the FTA’s demonstrator/prototype model Altoona test exemption provision for five (5) or less vehicles for sale under this contract.
3.0 VEHICLE CLASSES:

Vehicles shall conform to the requirements of the following table:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIFICATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Wheelchair Positions</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Minimum Seat Positions-Rear Lift</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Minimum Seat Positions-Front Lift</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>11</td>
<td>11</td>
<td>11</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Minimum OEM Gross Vehicle Weight rating in lbs.</td>
<td>11,500</td>
<td>12,300</td>
<td>10,360</td>
<td>12,500</td>
<td>14,200</td>
<td>14,500</td>
<td>14,500</td>
<td>14,500</td>
</tr>
<tr>
<td>Wheel Base (Inches)</td>
<td>138</td>
<td>139</td>
<td>138</td>
<td>158</td>
<td>159</td>
<td>158</td>
<td>176-190</td>
<td>176-190</td>
</tr>
<tr>
<td>Minimum Entrance Door Height (Inches)</td>
<td>72</td>
<td>75</td>
<td>72</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>Minimum Clear Door Width (Inches)</td>
<td>27</td>
<td>27</td>
<td>27</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Front Lift Rear Lift</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Minimum Engine Size-Gas(Liters)</td>
<td>6.8</td>
<td>6.0</td>
<td>3.7</td>
<td>6.8</td>
<td>6.0</td>
<td>6.8</td>
<td>6.8</td>
<td>6.8</td>
</tr>
</tbody>
</table>

*** Class
* One wheelchair position required for Class A front lift
** “Transit Chassis* conversion
**** All dimensions are +/- .5” to allow for differentiation in tolerances

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes A through C unless otherwise stated within specifications.

4.1 VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with
all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

4.11 **UNladen weight:** A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

4.2 **ENGINE:** California approved gasoline electronic fuel ejection (EFI) fuel management system.

4.25 **CNG/PROPANE:** When available engine to be equipped with gaseous fuel prep package. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 24 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. Type IV tanks are acceptable if installed within the frame rails of the vehicle. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:

- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
- b) Electronic tank shut off valves.
- c) Exterior fuel pressure gauge
- d) Locking fuel door
- e) Lockout switch for fuel filler door to prevent starting with fuel door open
- f) De-Fueling Port.
- g) Solenoid cylinder valves to have individual fuse protection
- h) Wire harness to have IEC IP67 rating.

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator’s area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test
shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

4.3 PROPANE: For propane option, the engine shall be a dedicated propane system with the following specifications:

1. OEM Approved Alternative Fuel Supplier that maintains OEM Warranty.
2. Dedicated liquid injection with 41 plus usable gallons.
3. 6.8L V-10 (or approved equal) with hardened valve/seats – “alternative fuel package”
4. System must work with existing OEM diagnostics/OEM PCM. A separate controller will not be accepted.
5. EPA & CARB certified and meet all FMVSS, NHTSA and NFPA58 regulations.
6. Fuel tank must be packaged in same location as gas tank that is removed and must meet all ground plane clearance.
7. Fuel tank shall be designed for propane autogas with 41 plus usable gallons and shall mount using OEM hardware and bracket. Fuel fill shall be protected from weather.
8. System to be sourced from Manufacturers QVM Approved System Developer.
9. To be installed by Manufacturers QVM Approved Alternative Fuel Installer.

4.4 TRANSMISSION: Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

4.5 BRAKES: Dual hydraulic power-assisted system with four wheel disc-type brakes. A foot operated parking brake shall be supplied with a warning light on the dashboard.

4.6 SPRINGS: The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.

4.7 SHOCK ABSORBERS: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.

4.8 STEERING: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.

4.9 WHEELS: Each vehicle shall be equipped with seven OEM matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass or stainless valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.

4.9 TIRES: Seven matching OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be mounted to the wheel shall be secured inside the vehicle and shipped and delivered with the vehicle unless optional spare tire carrier is selected (carrier not available and does not apply to Class A vehicles).
**4.95 BUMPERS:** A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mp/h impacts.

**5.0 AXLES:** The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.

**5.1 DRIVESHAFT:** Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.

**5.2 ELECTRICAL:** The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.

**5.21 WIRING AND SWITCHES:** All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic or vinyl covered wood). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure-type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

**5.22 CHARGING SYSTEM:** The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM.

a) A fast idle system equal to Intermotive Highlock shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below
12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on.

5.23 **LIGHTS**: Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

a) OEM daytime running lights.

b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2” from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).

c) The lamps shall be constructed with a single piece lens with the cavity seal accomplished via a potting process, a welded lens to the housing construction or a connector fastened through the body of the light is not allowed.

d) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.

e) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.

f) Center mounted LED light will be provided and mounted above rear window.

g) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.

h) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.

i) Vehicle shall be equipped with LED rear center brake light.

5.24 **BATTERIES**: Each vehicle shall have two maximum capacity chassis batteries of equal capacity, rating and battery type. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. One battery shall be installed in an easily accessible tray described in Section 5.25 and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer’s battery cables shall be a continuous run and sized to match the electrical systems.
maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering “Battery Disconnect, Emergency Use Only”. Batteries to be installed using anticorrosive slide blocks for securement.

5.25 **BATTERY TRAY**: A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides providing for an automatically latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of two). The battery box shall also be equipped with two drain holes preferably adjacent to the two battery tray drain holes when the tray is in the stowed position. The tray shall have the ability to extend a minimum of 3 inches beyond the opening of the battery compartment. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery. Cables shall be long enough to allow specified pull out extension and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables. **OEM installation for batteries is acceptable for Ford Transits.**

5.26 **GROUND**: Three added grounds shall be installed on the vehicle; all shall be #0 gauge. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.

5.3 **FUEL TANK**: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards.

5.4 **INSTRUMENT PANEL**: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:

a. Ammeter or voltmeter
b. Oil pressure gauge  
c. Fuel capacity gauge  
d. Engine temperature gauge  
c. Speedometer  
e. Emergency brake warning light

5.5 **BACK-UP ALARM:** Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.

5.6 **BODY MODIFICATIONS:** The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders’ requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1¼” from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.

5.7 **STRUCTURE:** The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.

5.71 **ROOF CONSTRUCTION:** The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.

5.72 **BUS BODY:** The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.

   a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and
seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.

b) The body shall be free of cracks, dents, defects or physical damage.

c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted unless fastened onto backing plates or secure fastening points. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

5.8 SEATING: All seating, including driver, shall meet the following requirements:

All vinyl seat covers for the base bus shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. If optional cloth, seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric.

All seats shall meet the following minimum requirements:

a) All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.

c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.

d) All exposed metal surfaces shall be powder coated.
e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.

f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.

g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.

h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8 inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.

i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the MBTA prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.

k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers’ position, aisles, doors,
modesty panels, stanchions, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

1) **Passenger Seats**

All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing and track mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats for the Base Bus shall be covered in Docket 90 vinyl.

m) **Driver Seat**

Vehicle to be equipped with USSC G2E or Recaro LX-S (or approved equal) as standard equipment. Proposer to identify which seat model is to be standard issue and offer option price or credit for the other. Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered. OEM Driver seat acceptable for Transit 350, recovered in Docket 90 compliant upholstery.

5.9 **FLOORS**: The floor overlay shall have a minimum of 5/8” marine grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture unless plywood used is of marine grade type. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor covering.

5.91 **FLOOR COVERINGS**: The floor surface shall be covered with wall-to-wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta and/or Chroma, buyers choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. All step edges shall have Altro T36T Aluminum Step edge (or equal) or Altro yellow nosing with band of 2 1/2 inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2”) in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a bus manufacturer’s warranty of no less than five years for installation and adhesion. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be coved with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1”) radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

6.0 **REAR EMERGENCY EXIT**: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.
6.1 **ENTRY DOOR:** The vehicle shall be equipped with an electric front entrance door. Door shall be a two-section door equipped with 2" elastomeric material on each section that overlaps a minimum of 1.5" to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.

6.2 **ENTRY STEPS:** The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28” wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.

   a) The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep (8.5” on raised floor buses). The bottom step tread shall be a minimum of 8.5” and not exceed 12.5” from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Class B bus with a front lift or if chosen as an option. The steps shall be designed so that water will not pool at any time.

   b) Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.

6.21 **DRIVERS RUNNING BOARD/ASSIST:** The driver’s door entry area shall be equipped with a running board. Running board shall be a minimum of 9” deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated or punched aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6” grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force. OEM Standard Driver entry with built in step acceptable for Ford Transit 350.

6.3 **MODESTY PANELS, STANCHION AND HANDRAILS:** An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica
laminate, or equal, with plastic edge molding, the color to match the interior. A 30" (minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8” thick shall be provided behind driver from top of driver’s seat to within 6” of bus ceiling. Panel must not impair driver’s seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

6.4 INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.

6.5 WINDOWS: All windows, except the windshield, drivers side window, rear fixed window forward of entrance door and entry door windows to be a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.

a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit widows, while minimizing seat back interference with exit windows. Driver’s door and entry door shall not be considered as an emergency exit.

6.6 INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the

6.7 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Exterior paint shall be high quality, VOC compliant and match the OEM paint of the chassis cab. Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.

6.8 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.

6.9 **UNDERCOATING:** The underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated per QVM requirements or equivalent, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications. All openings in the floorboards and firewall shall be sealed.

6.91 **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 14 gauge galvanized steel or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.

6.95 **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class A bus to be equipped with TransAir TA 712 Super with TA 71 Evaporator, SM 2CL Condenser, 10 CID Compressor, American Cooling Technology (ATC) ACT-40HD System, 10 CID Compressor, EZ 4 Evaporator and CS 2 Condenser or MCC model AC- 712MAX system comprised of a 10 cid compressor, EM- 1 Evaporator and CM- 2 Condenser. Class B and Class C Gasoline and Diesel vehicles require auxiliary systems capable of producing a equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or ACT 532/21 compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or MCC model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532/21 using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser. Passenger area air conditioning system shall utilize a minimum #16 (7/8” ID) suction hose to lower system pressures and maximize compressor life. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.

a) All compressor installations must be completed with mounting hardware and pulleys that are warranted and supported by the A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and
mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type C or F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No “tie-in systems will be allowed.”

b) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.

7.0 HEATER: Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver’s entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall not be less than 30,000 BTU for Class A, and 35,000 BTU for types B and C

a) Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.

b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable

7.1 MOBILITY AID LIFT: A Braun Century or approved equal, will be installed in front of the rear axle or behind the rear axle.

. Lifts installed in the rear position will have front pumps for ease of service. The lift shall include a mechanism to ensure stowage and securement.
7.3 LIFT ENTRY DOOR: The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.

a) The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10" wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame or fiberglass or aluminum interior and exterior material. Aluminum structure is allowed if finished product appears consistent in appearance with the sidewall construction of the bus. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins or stainless steel strap style hinge. Locking lift door must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Each door lock to have individual handle. Locking doors must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.

b) The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.

c) All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.

d) The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.

e) The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. The Cooperative must approve the final routing and securement of the cord.

a) The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.
b) A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.

c) Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

7.5 **CONTROL INTERLOCK:** The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive Highlock integrated with fast idle) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status.

8.0 **MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:**

The QRT 360 series (dual knob) retractor, Surelock Titan 800 or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING.- retractor, or approved equal to secure wheelchairs facing forward, and must comply fully with the Americans with Disabilities Act requirements and ANSI/RESNA Section 4: WC-18." The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement. Each vehicle shall contain a sign(s) printed in clear type that indicates that seats in the front of the vehicle are priority seats for persons with disabilities. Each securement location shall have a sign designating it as such.

Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the vehicle when there are two side by side wheelchair lift positions and have separate lap restraint for the occupant. Floor anchorage track shall be high strength flange 6061 T6 alloy Series Omni L-Tracking utilizing and usable for front or rear tie downs or shared by both. Bottom of flange shall be flush with the floor. Track installation will include silver flange track end caps. The system(s) shall incorporate a continuous track capable and accommodate a wide range of mobility aid designs. The track shall be installed in a location/manner that will maximize the area while still meeting the securement manufacturer’s installation requirements. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer’s installation instructions must be provided prior to award. Any deviation from manufacture’s track installation instructions will require written approval from securement manufacturer. End caps shall be installed with bolts, with large washers under the floor with securement nuts.

c) A closable box shall be provided and secured next to the wheel chair lift for storage of securement systems. Final location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with
flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award.

8.3 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12” height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12” straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet ANSI/RESNA WC 18.

8.4 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

   a) A web cutter for emergency use shall be provided with each vehicle.

   b) One torso pad approximately 8” X 12” with thickness of approximately 1” and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.

   c) STORAGE CONTAINER: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver’s area with a hinged lockable door or with a thumb latch at buyers option. The container must be sealed and not have any exposed wires, protrusions or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.

8.5 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

   a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the Sate Fire Marshall at time of delivery.

   b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer’s instructions

   c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

   d) MIRROR
      A fully adjustable 6”X 9” passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing or within flat portion of mirror surface, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the
Ford fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed. Sheet metal screws are not to be used to attach the mirror assembly to the bus.

e) Sufficient interior lighting (a minimum of eight incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled or on engine cover if provided with quick disconnect harness per 5.21.

f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Class A vehicles may route exhaust directly to rear of vehicle. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be clamped and securely fastened to eliminate exhaust leaks. Aluminized steel exhaust tubing shall be used for exhaust modifications.

g) **OPTIONAL TWO-WAY RADIO ANTENNA PREP:** Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. **Not standard item unless called for as an option by customer.**

h) Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options.

i) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.

j) Chrome retractable coat hook in as accessible location to the driver seat location.

8.6 **PAINTING, DECALS AND MONOGRAMS:** All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

8.7 **PARTS BOOKS, MANUALS AND DRAWINGS:** The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified and provided in electronic format. That can be separated and sent. And posted on web pages. A draft copy must be available for review and acceptance prior to preproduction meeting.

a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.

b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle or batch of vehicles ordered.
c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.

d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

8.8 RADIO OPTION: Units to be equipped with High Quality AM/FM/CD with Bluetooth and with MP3 input jack or OEM unit and 4 speakers installed in passenger compartment of bus. Not standard item unless specified as an option by customer.

9.0 Base Price (Pre-tax as specified in this submission). Mark “No-Bid” if your firm is not proposing for a particular vehicle class

10.0 OPTIONS

NOTE- TO BE PROPOSED IN ATTACHMENT C. OPTION PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST INFORMATION WHEN APPROPRIATE. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

11.0 Antenna Access Plate
12.0 Floor Plans

Class A, Rear Lift

Class A, Front Lift
Class B Front Lift
Ford and GM Chassis

Class B Rear Lift
Ford and GM Chassis
Class C Front Lift

Class C Rear Lift
March 2, 2020

Dear Member:

On behalf of the Board of Directors and the staff at CALACT, thank you for your CALACT membership for 2020. We greatly appreciate your support expressed through your membership. Membership dues are one of our core funding revenues that are used for member services. Enclosed, please find your membership certificate.

A CALACT membership allows you the opportunity to network with your peers, attend conferences at a special membership rate, receive committee meeting notices and member alerts. In addition, you can post job opportunities and RFPs at no cost on our website, receive an online copy of the CALACTION Newsletter, receive the benefits of our Legislative Mobilization efforts and ability to utilize the California Association for Coordinated Transportation and Morongo Basin Transit Authority (CALACT/MBTA) Purchasing Cooperative to purchase vehicles and shelters.

As a CALACT member you may have the opportunity to participate in the CALACT/MBTA Purchasing Cooperative. The Cooperative has a wide selection of transit vehicles and transit bus shelters to purchase, including minivans, cutaways, large transit buses, trolleys, commuter buses, low-floor cutaways and 9'21" passenger shelters available for members to purchase. All bus procurements are compliant to the Federal Transit Administration’s Third-Party Contracting Guidelines. The Cooperative is also looking forward to transit agency need for battery electric buses and encourage all members to read the CALACTION Newsletter to stay current with the Cooperative’s procurement plans.

CALACT has a member’s only website to access Cooperative information on the bids and proposals that also includes a feature for ordering your vehicles and tracking your order. If you have not created a login for your agency, please email sheila@calact.org to request a link to create a login. We hope that you will login to view your agency information, adding or deleting members from your agency, updating staff contacts and any other necessary data. The information in the membership database is also used for the CALACT membership directory. It is imperative that you review and update your information as needed to ensure it is correct in the directory.

Members also receive discounts on Conference registration and exclusive information on training workshops and webinars. This year, CALACT will be hosting two Conference & Expo events: the 2020 Spring Conference & Expo in Indian Wells, CA and the 2020 Autumn Conference & Expo in Santa Rosa, CA. Conference educational sessions are developed by a member-based committee through proposals submitted at www.calact.org. Registration for the Spring Conference will begin soon. Check the website for event information and updates.

Your membership allows you the opportunity to participate on a standing committee and help make your Association even stronger and more relevant for your organization. You can find information about CALACT activities, events, legislative updates, resources and publications on our website, www.CALACT.org.

Sincerely,

Jacklyn Montgomery
Executive Director

Encl.
Certificate of Membership

City of Pico Rivera Transit

The California Association for Coordinated Transportation, Inc. proclaims, is a member in good standing and recognizes your valuable contributions and support of transportation services in California.

Amy Hance
Chair, CALACT Board of Directors
To: Mayor and City Council

From: City Manager

Meeting Date: MAY 12, 2020

Subject: AWARD SUMMER FOOD SERVICE PROGRAM AGREEMENT FOR VENDED MEALS TO FOODSERVICE OUTREACH, INCORPORATED AND AUTHORIZE CITY MANAGER TO EXECUTE RELATED DOCUMENTS

Recommendation:

1. Authorize the award of an agreement with Foodservice Outreach, Inc. to provide vended meals for the Summer Food Service Program (SFSP), in an amount not-to-exceed $147,960;

2. Authorize the City Manager to execute all related grant documents, amendments, purchase requests, and to have the authority to act for and exercise any rights of the City regarding the SFSP agreement.

Fiscal Impact:

The SFSP vended meal cost is estimated to be $147,960 for a maximum of 39,600 meals provided. All SFSP costs are reimbursed by the United States Department of Agriculture (USDA) as administered by the California Department of Education (CDE) SFSP grant program. Sufficient funds have been allocated to the Parks and Recreation Summer Lunch Program Account (No. 100.80.8116) for Fiscal Year (FY) 2019-20 and will be budgeted accordingly for FY 2020-21. No additional appropriations are required.

Background:

The City of Pico Rivera has received grant funding to operate the SFSP since 2009. The Pico Rivera SFSP provides free breakfast and lunch meals for children 18 years and under at Rivera, Smith, Pico, Pio Pico, Rio Hondo, Rio Vista, and Veterans & Ladies Auxiliary Parks. During the 2019 summer, 25,994 meals were served.

Discussion:

A new agreement for vended meals must be executed as the last agreement expired in August 2019. In February 2020, staff issued a Request For Bid (RFB) for SFSP vended meals (Enclosures 1 and 2), as required by the Pico Rivera Municipal Code (PRMC), Chapter 3.20 Purchasing, and in compliance with the CDE Summer Food Service Program’s Invitation for Bid and Agreement – Procurement of Vended Meals Guidelines. Staff received three (3) sealed bids (Enclosure 3) from Foodservice
Outreach, Inc. (DBA: Pacific Catering, Inc.), School Nutrition Plus, Inc., and Better 4 You Meals. Foodservice Outreach, Inc. was the lowest responsive and responsible bidder (Enclosure 3).

Foodservice Outreach, Inc. is the current provider for the Los Angeles Regional Food Bank (over 75 sites), Boys and Girls Club of La Habra, and the cities of La Habra, Montebello, Placentia, and Alhambra. In addition, the City of Pico Rivera's SFSP has operated successfully for the last 11 summers with them as the program’s food service vendor.

When the RFB was issued, it was anticipated that the selected food service vendor would provide breakfast and lunch during the summer when El Rancho Unified School District (ERUSD) was out of session. However, the ERUSD Superintendent recently informed staff that their “Grab and Go” meal program, which is currently providing breakfast and lunch to youth in the community in response to the COVID-19 pandemic, will continue up until a week prior to the start of their 2020-2021 school year, and may include the summer months. The CDE does not allow for funding of two (2) food service programs in the same area that provide relatively the same meal services. Therefore, to avoid non-compliance with CDE grant requirements, staff will alter the City's SFSP to offer a combined afternoon snack and supper meal at Pico, Rio Hondo, Rivera, and Smith parks from 12:30 p.m. - 2:30 p.m., Monday – Friday. The altered program will begin on June 15, 2020 and operate until the beginning the school year, whenever that may be. Not only will this allow for ERUSD and the City to provide CDE funded complimentary food service programs, it will also offer youth access to free breakfast, lunch, snack, and dinner - five (5) days a week during the current state of emergency.

The agreement (Enclosure 4) requires the vendor to deliver meals directly to meal sites, provide a mixture of nutritious hot and cold meals at a set price, and to furnish the equipment necessary to maintain food temperatures at mandated levels per local and State guidelines. This agreement, in compliance with CDE grant guidelines, also allows for four (4), one-year term extensions with Foodservice Outreach, Inc. Therefore, with the approval of this agreement the City will not be required to go to bid for vended meal services until the spring of 2025. The vendor has been made aware and acknowledges SFSP alterations for the 2020 summer program as required due to the COVID-19 pandemic. In addition, approval of this agreement is required to complete the City's annual grant application for acceptance by the CDE for funding the 2020-21 Summer Food Services Program.

Recommendation:

Staff recommends the approval of an agreement with Foodservice Outreach, Inc. for the provision of vended meals for the annual SFSP.

Steve Carmona
SC:SP:kt

Enclosures: 1) ERUSD Letter
2) Letter to Vendor of Altered SFSP
3) SFSP Notice Inviting Bids
4) SFSP RFP
5) Bid Comparison
6) Agreement
April 29, 2020

Mr. Steve Carmona, City Manager
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

Dear Mr. Carmona,

As COVID-19 and the closure of schools has impacted the community, I want to express my gratitude to you and the City of Pico Rivera for all the support provided to the El Rancho Unified School District during this crisis.

As part of its efforts, El Rancho Unified continues to provide Grab and Go meals to children at our three middle schools (STEAM, Rivera Middle School and North Park Academy of the Arts) Monday through Friday from 10 a.m. to 1 p.m. The Grab and Go meal program will continue to be served up to one week before the start of the new school year. At this time, we do not have a date for when students will return to class as we are waiting for direction from the Governor and the Los Angeles County Office of Education Superintendent.

I will continue to keep you informed as new information arises.

Sincerely,

Frances Esparza, Ed.D.
Superintendent

cc: Sonya Patterson
May 4, 2020

Food Service Outreach, Inc. DBA Pacific Catering
Attn. Steve Frohisher, Owner
722 Williamson Ave.
Fullerton, CA 92832

Dear Steve,

Due to the COVID-19 emergency, the City of Pico Rivera will be serving Summer Food Service Program (SFSP) Grab & Go meals to children in our community. The updated meal service dates, locations, and service times are listed below.

The following sites will begin on June 15, 2020 and tentatively end on August 14, 2020*:

1. Pico Park, 9528 Beverly Blvd, Pico Rivera, CA 90660
2. Smith Park, 6016 Rosemead Blvd, Pico Rivera, CA 90660
3. Rivera Park, 9530 Shade Lane, Pico Rivera, CA 90660
4. Rio Hondo Park, 8421 San Luis Potosi Place, Pico Rivera, CA 90660

The program will operate Monday through Friday offering a Supper and Snack combo which will be served from 12:30-2:30 p.m.

*meal program may end sooner based on the direction from the Governor and the Los Angeles County Office of Education Superintendent

We will notify you of any changes during the operation of the program as new information arises.

Please sign below that you acknowledge receipt of this notification and accept the changes from the original Request for Bids during these unprecedented and ever-changing times.

If you have any questions, please contact me at lreyes@pico-rivera.org or (562) 801-4355.

Sincerely,

Leticia Reyes
Coordinator

I acknowledge receipt of the notification and accept the changes as stated in this letter.

Signature: ____________________________ Date: 5/5/20
NOTICE INVITING BIDS
SUMMER FOOD SERVICE PROGRAM

RFB 2020 – SFSP VENDOR

NOTICE IS HEREBY GIVEN that the City of Pico Rivera, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the Parks and Recreation Administration Office, 6767 Possons Boulevard, Pico Rivera, California 90660 up to 9:00 a.m. on March 13, 2020, at which time they will be publicly opened and read aloud.

All Bids must be made on the form furnished by the City. Each Bid must be submitted in a sealed envelope addressed to the "City of Pico Rivera, Parks and Recreation – SEALED BID / RFB 2020- SFSP", clearly printed on the envelope.

SCOPE OF WORK. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer. Time for completion of the Work is forty (40) total Working Days from the date specified in the Notice to Proceed and shall be inclusive of the procurement time to furnish and install all materials associated with this project.

OBTAINING BID DOCUMENTS. Bidders may obtain free copies of the Specifications and other Contract Documents online by visiting http://www.pico-rivera.org/rfps/

Hard copies of the Contract Documents are not available at this time.

MINIMUM QUALIFICATIONS. Each Bidder shall must posses demonstrated experience, having five (5) years of experience as a food service provider and the ability to:

A. Provide unitized meals, per specifications provided by the USDA; and
B. Accommodate and provide for additional orders/modifications with one (1) days’ notice; and
C. Meet the required delivery times.

The successful Contractor must also possess a current City business license.

QUESTIONS. Bidders are required to post their questions to the City Project Contact online by visiting http://www.pico-rivera.org/rfps/

Questions are acceptable until 4:00 pm on or before Monday, March 9, 2020. Any questions submitted after March 9, 2020 will not be answered. Questions and answers and/or any responses will be issued by March 11, 2020 as an addendum. It is the Vendor’s responsibility to check online for any addenda that are released. Any changes or corrections to the original Bid Documents or any other information that will affect the completion of the award will be disseminated and posted on the City’s website (http://www.pico-rivera.org/rfps/). Bidders shall acknowledge receipt of all addenda documentation (if any) with the submitted bid proposal.

CITY PROJECT CONTACT INFORMATION:
Name: Leticia Reyes
Contact Number: 562-801-4355
E-mail address:理赔@pico-rivera.org

By: Leticia Reyes
SFSP Coordinator
Date: 2/19/2020
Published: February 25, 2020 Whittier Daily News Ad#11366673
Request for Bids (RFB)
RFB 2020 – SFSP Vendor

CITY OF PICO RIVERA
Summer Food Service Program - Vendor

Department of Parks and Recreation
Contact: Leticia Reyes, Coordinator
I. **INTRODUCTION**

The City of Pico Rivera, a participant in the Summer Food Service Program (SFSP), hereinafter referred to as “City”, is seeking sealed bids from qualified vendors, hereinafter referred to as “Bidder”, to supply meals in order to comply with the federal regulations governing the program in matters of procurement, for the period of program operations beginning June 15, 2020 to August 14, 2020. The City’s objectives are to select a Bidder that:

- Has the best fit to our defined requirements.
- Has the ability to deliver daily, on time, to 7 sites (as per set timelines or earlier).
- Will provide unitized breakfast and lunch meals inclusive of milk that meet the minimum standards set by the USDA SFSP Meal Pattern.

II. **CITY CONTACT**

The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

**Contact**: Leticia Reyes, Coordinator  
**Fax**: (562) 801-0671  
**E-mail**: lreyes@pico-rivera.org

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

III. **MINIMUM QUALIFICATIONS & EXPERIENCE**

The City seeks Bidders with demonstrated expertise in performing the services described herein. The successful Bidder shall have proven experience in providing the subject services and shall, at minimum, have five (5) years of experience and proven track record as a food service provider. Moreover, Bidder must have the ability to:

- Provide unitized meals, per specifications provided by the USDA; and
- Accommodate and provide for additional orders/modifications with one (1) days’ notice; and
- Meet the required delivery times.

IV. **SCOPE OF WORK**

Refer to Section C for Scope of Services.

V. **DEADLINE FOR SUBMITTING QUESTIONS**

Any explanation desired by a bidder regarding the meaning or interpretation of the RFB specifications, etc., must be requested in writing to the Contact referenced above no later than March 13, 2020 at 9:00 am. Reference the RFB Number and Title when making inquiries. The City will respond to inquiries submitted by the deadline no earlier or later than March 11, 2020.
Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFB shall be furnished to all prospective bidders as an amendment to the RFB if such information is necessary to bidders in submitting bids on the RFB, or if the lack of such information would be prejudicial to uninformed bidders.

VI. FORMAT AND SUBMISSION
All Bidders are required to follow the format content specified below.

TAB 1 - Complete and insert in this tab the Bid Form furnished herewith, Attachment I.
TAB 2 - Complete and insert in this tab the References Form furnished herewith, Attachment II.
TAB 3 - Complete and insert in this tab the Invitation for Bid and Contract furnished herewith, Attachment III.
TAB 4 - In this tab, provide:
   (a) Completed General Provisions for Contracts Exceeding $100,000 (Section A)
   (b) Completed Sections B through E
TAB 5 - Completed Schedules A through C
   a. If applicable, sign and insert addendums in chronological order.
TAB 6 - Copy of State or local health certificate for food preparation facility.
TAB 7 - Copy of Debarment/Suspension Certification, if applicable.

The deadline for submitting a bid is on March 13, 2020 at 9:00 am. Any bid received after this time will be returned unopened. Bids must be submitted in a sealed envelope and shall be clearly addressed as follows:

City of Pico Rivera
Parks and Recreation – SEALED BID
RFB 2020 - SFSP Vendor
6767 Passons Blvd.
Pico Rivera, CA. 90660

Faxed or e-mailed bids will not be accepted as this RFB requires bids to be submitted in a sealed envelope, per the City’s Municipal Code Title 3, Chapter 3.20.

VII. INSTRUCTIONS TO BIDDERS
1. Definitions (as used herein):
   (a) The term "Request for Bid", hereafter referred to as RFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this Program, the RFB becomes a part of the contract upon acceptance by the agency, review by CDE, and execution of the contractual agreement.
   (b) The term "Bid" means an offer to perform the work described in the RFB at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
   (c) The term "Bidder" means a food service management company submitting a bid in response to this RFB.
   (d) The term "Contractor" means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.
(e) The term "CDE" means the California Department of Education, Nutrition Services Division.

(f) The term "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing, and unless otherwise provided for, delivering meals, with or without milk, for use in the program.

(g) The term "Agency" means the SFSP Agency that issues this RFB.

(h) The term "Program" means the SFSP as set forth in the 7 CFR, Part 225.

(i) The term "Unitized Meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk.

Other terms shall have the meanings ascribed to them in the SFSP in the 7 CFR, Part 225.

2. **Submission of Bids**
   
   (a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFB. Failure to do so shall be at the bidder's own risk.

   (b) Bids shall be executed and submitted being marked "original". If accepted, this RFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. No changes in the specifications or general conditions as presented by the agency herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.

   (c) A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.

   (d) Bids that are more than $250,000 must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency.

   (e) Bids must include a Debarment/Suspension Certification.

   (f) Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are more than $250,000.

   (g) Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above shall be reason for rejection of the bid.

4. **Acknowledgment of Amendments to RFBs**

Receipt of an amendment to an RFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. **Bidders Having Interest in More Than One Bid**

If more than one bid is submitted by any one person, by, or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. **Time for Receiving Bids**
Sealed bids shall be deposited at the address specified on the RFB of the agency no later than the exact time and date indicated on the face of this RFB. Bids received prior to the time of opening will be securely kept, unopened.

7. **Errors in Bids**
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and the bidder cannot secure relief on the plea of error.

8. **Late Bids, Modifications of Bids, or Withdrawals of Bids**
   
   (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before the award is made and it was sent by registered or certified mail, no later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an RFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
   
   (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a). A bid may also be withdrawn in person by a bidder or a bidder’s authorized representative, provided that person’s identity is made known and s/he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
   
   (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the postmark. If the date on the postmark is illegible, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing.)
   
   (d) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the agency will be considered at any time it is received and may be accepted.

9. **Responsive Bidder**
After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

**VIII. SELECTION PROCESS**

1. **Evaluation of Bidders**
Each bidder will be evaluated on the following factors:

   (a) Financial capability to perform a contract of the scope required.
   
   (b) Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
   
   (c) Previous experience performing services similar in nature and scope.
   
   (d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as unresponsive and not considered for award.
2. **Award of Contract**
   (a) The contract (Enclosure) will be awarded to the responsive and responsible bidder whose bid will be most advantageous to the agency, price, and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
   (b) The agency reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received when there are sound documented business reasons in the best interest of the program.
   (c) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or the bid of a bidder who investigation shows is unable to perform the contract.

3. **Commencement of Services**
   A Purchase Order will be issued once:
   (a) Council authority is granted, if applicable.
   (b) All agreements have been executed.
   (c) Insurance requirements have been met.
   (d) Verification of valid City Business License.

IX. **STANDARD TERMS & CONDITIONS**
   In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

1. **Additional Information:** Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

2. **Bid Commitment:** The bid shall be firm and binding for 120 days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

3. **City Business License:** Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

4. **Contractual Obligation:** After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder's bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

5. **Disclaimer:** This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

6. **Evidence of Insurance:** In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described in the agreement, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement.

7. **Payments and Invoicing:** Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified.

8. **Property of City:** All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.

9. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend
deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City's interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect. The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

10. Submission Cost: The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.
BID FORM

Name of Company: ________________________________________________________________

Type of Company: ________________________________________________________________

Company Address: ________________________________________________________________

Company Phone: _____________________________ Fax: ________________________________

Number of years the company has been in food service business: ______________________

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

<table>
<thead>
<tr>
<th>A. Meal Type</th>
<th>B. Estimated Servings Per Day</th>
<th>C. Estimated Number of Serving Days</th>
<th>D. Unit Price</th>
<th>E. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>335</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>545</td>
<td>45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Signature: ______________________________________________________Date: __________________

Printed Name and Title: ______________________________________________________________

E-Mail: ________________________________________________________________
**REFERENCES FORM**

Bidder is required to provide a minimum of two (2) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City to judge the responsibility, experience, skill, and business standing of the Bidder.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>Dollar Value of Contract</td>
<td>$</td>
</tr>
<tr>
<td>Contract Dates</td>
<td></td>
</tr>
<tr>
<td>Requirements of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>Dollar Value of Contract</td>
<td>$</td>
</tr>
<tr>
<td>Contract Dates</td>
<td></td>
</tr>
<tr>
<td>Requirements of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>Dollar Value of Contract</td>
<td>$</td>
</tr>
<tr>
<td>Contract Dates</td>
<td></td>
</tr>
<tr>
<td>Requirements of Contract</td>
<td></td>
</tr>
</tbody>
</table>
INVITATION FOR BID AND CONTRACT

**ISSUED BY (AGENCY):** City of Pico Rivera

<table>
<thead>
<tr>
<th>NAME:</th>
<th>Leticia Reyes</th>
<th>ADDRESS:</th>
<th>6767 Passons Boulevard</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY:</td>
<td>Pico Rivera</td>
<td>STATE:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP CODE:</td>
<td>90660</td>
<td>TELEPHONE NUMBER:</td>
<td>562-801-0671</td>
</tr>
</tbody>
</table>

**BID OPENING**

<table>
<thead>
<tr>
<th>DATE:</th>
<th>March 13, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIME:</td>
<td>9:30 a.m.</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>Parks and Recreation Administration / 6767 Passons Boulevard / Pico Rivera, CA 90660</td>
</tr>
</tbody>
</table>

**BID**

This document contains an RFB for the furnishing of meals (unitized if applicable) to be served to participants of the SFSP established by the USDA (7 CFR, Part 225) and sets forth the terms and conditions applicable to the proposed procurement.

| NAME OF COMPANY |  |
|-----------------|  |
| STREET ADDRESS  |  |
| CITY            |  |
| STATE           |  |
| ZIP CODE        |  |

**TOTAL ESTIMATED AMOUNT OF BID**

Prompt Payment Discount: % for payment within days.

By submission of this proposal, the contractor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current SFSP regulations.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

**ACCEPTANCE**

*Upon acceptance by the agency and review by the CDE, this document shall constitute the covenants, conditions, agreements, and stipulations of the contract between the contractor making the proposal and the agency named above.*

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AGENCY NAME</th>
<th>DATE</th>
</tr>
</thead>
</table>

| SIGNATURE OF AGENCY REPRESENTATIVE |  |

**PROCUREMENT METHOD:** (Check One)

- Competitive Negotiation
- Competitive Sealed Bids
- Noncompetitive Negotiation

**FOR CDE USE ONLY**

This contract was reviewed for compliance with 7 CFR, Part 226 and or 225 by:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>
GENERAL PROVISIONS FOR CONTRACTS EXCEEDING $100,000

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 UNITED STATES CODE (USC) 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, CODE OF FEDERAL REGULATIONS, (40 CFR) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.

2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.
CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 CFR PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract

   has □ has not □

   been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION,
NO SANCTIONS AND DRUG FREE WORKPLACE

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.
5. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, Code of Federal Regulations (34 CFR), Part 85, Subpart F, for grantees, as defined at 34 CFR, Parts 85, sections 85.605 and 85.610, the bidder certifies that it will continue to provide a drug-free workplace.

EACH PERSON SIGNING THIS BID CERTIFIES:

1. The bidder is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above; and
2. The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above.

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF CONTRACTOR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In accepting this bid, the agency certifies that the agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.
SCOPE OF SERVICES

1. The contractor agrees to deliver unitized meals inclusive of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

2. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA’s Food Buying Guide.

3. The contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.

4. Contractor agrees to furnish meals in accordance with the General Conditions that appear in Section E, attached hereto and made a part hereof.

5. The contractor shall furnish meals for the program as ordered by the Agency during the period of June 15, 2020 to August 14, 2020.

6. The contractor shall furnish meals for the program as ordered by the agency 5 days a week.
1. **Requirements Contract**

   (a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.

   (b) The agency shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.

   (c) The agency may issue orders that provide for delivery or performance at multiple destinations.

   (d) The agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.

   (e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from CDE, in writing by the agency, prior to the commencement of any such renegotiation.

2. **Pricing**

   Pricing shall be on the numbers described in Attachment I, “Unit Price Schedule”. All bidders must submit bids on the same menu cycle provided by the agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. **Unit Prices**

   The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided in Attachment I of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

4. **Meal Orders**

   The agency will order meals each day of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a 24 hour notice (or less if mutually agreed upon between the parties to this contract).
5. **Menu-cycle Change Procedure**

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Deviation from this menu cycle shall be permitted only upon authorization of the agency. When an emergency situation prevents the contractor from delivering a specified meal component, the contractor shall notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to periodically suggest menu changes that are within the contractor's food cost.

6. **Noncompliance**

The agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

7. **Title III C Assurance**

The Contractor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

8. **Specifications**

   (a) Packaging

   (1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.

   (2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.

   (3) Cartons—each carton shall be labeled and the label shall include:

   A. The processor's (plant) name and address

   B. Item identity and meal type

   C. Date of production

   D. Quantity of individual units per carton

   (4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.
(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Bids are to be submitted on the menu cycle included as Schedule C and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this RFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.
SECTION E

GENERAL CONDITIONS

1. Delivery Requirements

(a) Deliveries shall be made by the contractor to each center listed on the attached Schedule A in accordance with the order from the agency.

(b) Meals shall be delivered, unloaded, and placed in the designated center daily by the contractor's personnel at each of the locations and times listed on the Schedule A.

(c) The contractor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.

(d) The agency reserves the right to add or delete centers. This shall be done by amendment of the Schedule A. The agency shall notify the contractor of such amendments to the Schedule A not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

3. Record Keeping

(a) Transport records must be prepared by the contractor—one for the contractor, one for center personnel, and one for the agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the agency's designee at the center.

(b) The contractor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.

(c) The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoice to the agency weekly. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week. Payment will be made at the unit price specified in the
contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the agency.

5. **Inspection of Facility**

   (a) The agency, CDE, and the USDA reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

   (b) The contractor's facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.

   (c) The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. **Availability of Funds**

   The agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with this contract.

7. **Number of Meals and Delivery Times**

   The contractor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. **Emergencies**

   In the event of unforeseen emergency circumstances, the contractor shall immediately notify the agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than ½ hour after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least 24 hours’ notice. Adjustments for emergency situations affecting the contractor's ability to deliver meals or the agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

9. **Termination**

   (a) The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency shall notify
the contractor of specific instances of noncompliance in writing. In instances where

**SECTION E, PAGE 3**

the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency shall have the right upon written notice to immediately terminate the contract and the contractor shall be liable for any damages incurred by the agency. The agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

(b) The agency shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.

(c) In the event this contract is terminated as provided in paragraph (b) hereof, the agency shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

(d) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. **Subcontracts and Assignments**

The contractor shall not subcontract with any other contractor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the agency, this contract or any interest therein. In the event of any assignment, the contractor shall remain liable to the agency as principal for the performance of all the contractor's obligations under this contract.

11. **Equal Opportunity**

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, *Code of Federal Regulations*, Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex.

The contractor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. 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.
Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The contractor and the contractor’s subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(b) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(c) In the event of the contractor’s noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
## Invitation for Bid and Contract (Delivery)

### Sites Where the SFSP Program Will Operate

<table>
<thead>
<tr>
<th>Name of Center</th>
<th>Address and Telephone Number</th>
<th>Authorized Designee</th>
<th>Days of the Week Meals Are to Be Delivered</th>
<th>Types of Meal</th>
<th>Number of Each Meal Type Needed</th>
<th>Delivery Time for Meals by Type</th>
<th>Beginning and Ending Dates of Each Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pio Pico Park</td>
<td>4211 Columbia St Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 15 Lunch: 30</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
<tr>
<td>Rio Hondo Park</td>
<td>8421 San Luis Potosi Pl, Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 35 Lunch: 70</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
<tr>
<td>Rivera Park</td>
<td>9530 Shade Lane Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 25 Lunch: 65</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
</tbody>
</table>
## Sites Where the SFSP Program Will Operate

<table>
<thead>
<tr>
<th>Name of Center</th>
<th>Address and Telephone Number</th>
<th>Authorized Designee</th>
<th>Days of the Week Meals Are to Be Delivered</th>
<th>Types of Meal</th>
<th>Number of Each Meal Type Needed</th>
<th>Delivery Time for Meals by Type</th>
<th>Beginning and Ending Dates of Each Center</th>
</tr>
</thead>
</table>
## SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>BREAKFAST</th>
<th>LUNCH OR SUPPER</th>
<th>SNACK¹ (choose two of the four)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td>1 cup (8 fl. oz.)²</td>
<td>1 cup (8 fl. oz.)³</td>
<td>1 cup (8 fl. oz.)²</td>
</tr>
<tr>
<td><strong>Vegetable(s) and/or Fruit(s)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables(s), fruit(s), and juice</td>
<td>1/2 cup</td>
<td>3/4 cup total⁴</td>
<td>3/4 cup</td>
</tr>
<tr>
<td><strong>Grains/Breads⁵</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td>Cornbread, biscuits, rolls, muffins, etc., or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1 serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td><strong>Meat/Meat Alternates⁷</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, fish or Cheese or Cottage cheese or Eggs or Cooked dry beans, peas, or Peanut butter, soynut butter, seed butters, other nut butters, or Peanuts, soy nuts, tree nuts, seeds, or Yogurt, flavored, plain, sweetened, or An equivalent quantity of any combination of the above meat/meat alternates</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td></td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td></td>
<td>1 large egg</td>
<td>1 large egg</td>
<td>1 large egg</td>
</tr>
<tr>
<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td></td>
<td>2 Tbsp.</td>
<td>4 Tbsp.</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td></td>
<td>1 oz.⁷</td>
<td>1 oz.⁷</td>
<td>1 oz.⁷</td>
</tr>
<tr>
<td></td>
<td>1/2 cup (4 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1/2 cup (4 fl. oz.)</td>
</tr>
<tr>
<td></td>
<td>1 oz. total</td>
<td>2 oz. total</td>
<td>1 oz. total</td>
</tr>
</tbody>
</table>

For the purpose of this table, a cup means a standard measuring cup.

Indicated endnotes can be found on the back of this page.
SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN

MEAL PATTERN DEFINITIONS

1 SNACKS: Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 MILK FOR BREAKFAST: Serve as a beverage, on cereal, or use part of it for each purpose.

3 MILK FOR LUNCH OR SUPPER: Served as a beverage.

4 VEGETABLE/FRUIT FOR LUNCH OR SUPPER: Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 DEFINITION OF GRAINS/BREADS: Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

6 QUANTITY OF DRY CEREAL: Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.

7 MEAT/MEAT ALTERNATES: No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

<table>
<thead>
<tr>
<th>PRINTED NAME OF FOOD SERVICE VENDOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF FOOD SERVICE VENDOR</td>
<td>DATE</td>
</tr>
<tr>
<td>FOOD COMPONENTS</td>
<td>SERVING SIZE</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grain/bread</td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>A.M. Snack</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meat/meat alternate</td>
</tr>
<tr>
<td></td>
<td>Grain/bread</td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
</tr>
<tr>
<td></td>
<td>(two or more kinds)</td>
</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meat/meat alternate</td>
</tr>
<tr>
<td></td>
<td>Grain/bread</td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
</tr>
<tr>
<td></td>
<td>(two or more kinds)</td>
</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>P.M. Snack</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meat/meat alternate</td>
</tr>
<tr>
<td></td>
<td>Grain/bread</td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Supper</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meat/meat alternate</td>
</tr>
<tr>
<td></td>
<td>Grain/bread</td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
</tr>
<tr>
<td></td>
<td>(two or more kinds)</td>
</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>FOOD COMPONENTS</td>
<td>SERVING SIZE</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td>Grain/bread</td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>A.M. Snack</td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
</tr>
<tr>
<td>Grain/bread</td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
</tr>
<tr>
<td>(two or more kinds)</td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
</tr>
<tr>
<td>Grain/bread</td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
</tr>
<tr>
<td>(two or more kinds)</td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>P.M. Snack</td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
</tr>
<tr>
<td>Grain/bread</td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
</tr>
<tr>
<td>(two or more kinds)</td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Supper</td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
</tr>
<tr>
<td>Grain/bread</td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
</tr>
<tr>
<td>(two or more kinds)</td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
INSERT CONTRACTOR’S NAME

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and INSERT CONTRACTOR’S NAME, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a contractor to provide vended meals for the Summer Food Service Program.

2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 That the contractor for and in consideration of the covenants, conditions, agreements, and stipulations of City hereinafter expressed, does hereby agree to furnish to City services and materials as described in the original Request For Bids (“RFB 2020”), Sections A, B, C, D, and E, and Schedules A, B, and C in Exhibit “A,” attached and made a part hereof by this reference.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS.

3.1 The above-referenced Recitals constitute material part hereof, and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

(a) This Agreement, including any and all addenda or supplemental agreements;
(b) RFB 2020 attached herein as Exhibit A
(c) Contractor’s Proposal attached herein as Exhibit B
(d) All other documents, including but not limited to all required certificates, permits, notices, schedules, forms, and affidavits.

3.2 These documents shall be collectively referred herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of
precedence shall be as set forth above.

4. **DEFINITIONS**

   4.1 "Scope of Services": Such professional services as are set forth in the Contractor’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A”; Section C and incorporated herein by this reference.

   4.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Contractor’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A”; Attachment I.

5. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on June 15, 2020, the “Commencement Date”, and shall expire at 11:59 p.m. on August 14, 2020, the “Expiration Date” unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. This agreement may be renewed for one-year periods up to four (4) times upon agreement of the agency and the contractor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process.

6. **CONTRACTOR’S SERVICES**

   6.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of [INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS] unless specifically approved in advance, in writing, by City.

   6.2 Contractor shall perform all work to the highest professional standards of Contractor’s profession and in a manner reasonably satisfactory to City.

7. **COMPENSATION**

   7.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

   7.2 Contractor shall submit to City an invoice, on a weekly basis or less frequently, for the services performed pursuant to this Agreement. In consideration of the service, performed in a manner acceptable to the City and in compliance with the regulations for the SFSP 7 CFR, Part 225 the City shall pay the contractor within 14 business days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the Approved Fee Schedule. City shall not withhold applicable taxes or other authorized deductions from payments.
made to Contractor.

7.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Contractor issues an invoice to City for such services.

8. BUSINESS LICENSE

Contractor shall obtain a City business license prior to commencing performance under this Agreement.

9. COMPLIANCE WITH LAWS

Contractor shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

10. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both: (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Contractor's performance of such work.

11. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City’s premises. INSERT NAME AND TITLE OF CONTRACTOR’S PROJECT ADMINISTRATOR shall be Contractor’s project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City’s prior written consent.
12. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products") developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor. If any state, federal, or local law requires mandatory copyright protection for Contractor's work product, City shall comply with such laws to the extent feasible.

13. **INDEPENDENT CONTRACTOR**

13.1 Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Contractor or Contractor’s employees except as set forth in this Agreement.

13.3 City shall have no direct or indirect control over Contractor’s employees or sub-contractors with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Contractor any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Contractor, Contractor’s employees or subcontractors. City shall have no responsibility to provide Contractor, its employees or subcontractors with workers’ compensation insurance or any other insurance.

14. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

15. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount which may become due
16. **INDEMNIFICATION**

16.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Contractor’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.2 To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and contractor fees. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor’s failure to pay City promptly any indemnification arising under this Section 15 or related to Contractor’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

16.4 The obligations of Contractor under this Section 16 will not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

16.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees
to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor’s subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and contractor fees.

16.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

16.7 PERS ELIGIBILITY INDEMNITY. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

17. INSURANCE

17.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

17.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
17.1.1.1 Premises, operations, and mobile equipment

17.1.1.2 Products and completed operations

17.1.1.3 Broad form property damage (including completed operations)

17.1.1.5 Personal Injury

17.1.1.6 Contractual liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Contractor’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

17.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Contractor, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

17.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

17.2 Contractor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

17.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

17.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor’s expense, the premium thereon.

17.5 At all times during the term of this Agreement, Contractor shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

17.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall provide such proof to City at least two weeks prior to the expiration of the coverages.
17.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

17.8 The general liability and automobile policies of insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

17.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

17.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

17.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under Section 16 of this Agreement.

17.12 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

18. **MUTUAL COOPERATION**

18.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Contractor’s services under this Agreement.

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

19. **RECORDS AND INSPECTIONS**

Contractor shall maintain full and accurate records with respect to all matters
covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

20. **PERMITS AND APPROVALS**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

21. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Contractor’s and City’s regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney  
13181 Crossroads Parkway North  
Suite 400 - West Tower  
City of Industry, CA 91746  
Facsimile: (562) 692-2244

If to Contractor:

NAME, TITLE  
INSERT CONTRACTOR’S NAME  
ADDRESS  
CITY, STATE, ZIP

22. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 14, 16 and Paragraph 18.2 of Section 18, of this Agreement shall survive the expiration or termination of this Agreement.

23. **TERMINATION**

23.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the
notice of termination. Contractor agrees that in the event of such termination, City's obligation to pay Contractor shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

23.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

24. ASSIGNMENT

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

25. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

25.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

25.3 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

26. WARRANTIES

26.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
26.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

26.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

27. CAPTIONS

27.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

27.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

28. NON-WAIVER

28.1 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

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

28.3 Contractor shall not be liable for any failure to perform if Contractor
presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

29. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

30. SEVERABILITY

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

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

32. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

33. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

[SIGNATURES ON NEXT PAGE]
“CITY”
CITY OF PICO RIVERA
NAME

“CONTRACTOR”
INSERT CONTRACTOR’S COMPANY

______________________________ ___________________________________
Gustavo V. Camacho, Mayor INSERT NAME, TITLE

Dated: ________________________    Dated: _____________________________

ATTEST:  

___________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM:
EXHIBIT “A”

SUMMER FOOD SERVICE PROGRAM RFB
RFB 2020 – SFSP Vendor
INSERT HERE

EXHIBIT “B”

AWARDED VENDOR’S BID
INSERT HERE
## BID COMPARISON

Solicitation Number: RFB 2020 - SFSP Vendor  
Bid Opening: 3/16/20  
Completed By: Leticia Reyes

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>Each</th>
<th>Ext Cost</th>
<th>Each</th>
<th>Ext Cost</th>
<th>Each</th>
<th>Ext Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15,075</td>
<td>ea</td>
<td>Breakfast</td>
<td>$1.55</td>
<td>$23,366.25</td>
<td>$1.75</td>
<td>$26,381.25</td>
<td>$2.00</td>
<td>$30,150.00</td>
</tr>
<tr>
<td>2</td>
<td>24,525</td>
<td>ea</td>
<td>Lunch</td>
<td>$2.83</td>
<td>$69,405.75</td>
<td>$2.75</td>
<td>$67,443.75</td>
<td>$3.20</td>
<td>$78,480.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$92,772.00</strong></td>
<td></td>
<td></td>
<td><strong>$93,825.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$92,772.00</strong></td>
<td></td>
<td></td>
<td><strong>$93,825.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
FOODSERVICE OUTREACH, INCORPORATED

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and Foodservice Outreach Incorporated, D.B.A. Pacific Catering, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a contractor to provide vended meals for the Summer Food Service Program.

2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 That the contractor for and in consideration of the covenants, conditions, agreements, and stipulations of City hereinafter expressed, does hereby agree to furnish to City services and materials as described in the original Request For Bids (“RFB 2020”), Sections A, B, C, D, and E, and Schedules A, B, and C in Exhibit “A,” attached and made a part hereof by this reference.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS.

3.1 The above-referenced Recitals constitute material part hereof, and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

(a) This Agreement, including any and all addenda or supplemental agreements;
(b) RFB 2020 attached herein as Exhibit A
(c) Contractor’s Proposal attached herein as Exhibit B
(d) All other documents, including but not limited to all required certificates, permits, notices, schedules, forms, and affidavits.
3.2 These documents shall be collectively referred herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

4. **DEFINITIONS**

4.1 “Scope of Services”: Such professional services as are set forth in the Contractor's March 12, 2020 and May 5, 2020 proposal to City attached hereto as Exhibit “A”; Section C and incorporated herein by this reference.

4.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Contractor's March 12, 2020 and May 5, 2020 proposals to City attached hereto as Exhibit “A”; Attachment I.

5. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on June 15, 2020, the “Commencement Date”, and shall expire upon thirty (30) calendar day advanced written notification from City, or terminated in accordance with Section 22 below. This agreement may be renewed for one-year periods up to four (4) times upon agreement of the agency and the contractor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process.

6. **CONTRACTOR’S SERVICES**

6.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of ONE HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS ($147,960.00) unless specifically approved in advance, in writing, by City.

6.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City.

7. **COMPENSATION**

7.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

7.2 Contractor shall submit to City an invoice, on a weekly basis or less frequently, for the services performed pursuant to this Agreement. In consideration of
the service, performed in a manner acceptable to the City and in compliance with the regulations for the SFSP 7 CFR, Part 225 the City shall pay the contractor within 14 business days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the Approved Fee Schedule. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

7.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Contractor issues an invoice to City for such services.

8. BUSINESS LICENSE

Contractor shall obtain a City business license prior to commencing performance under this Agreement.

9. COMPLIANCE WITH LAWS

Contractor shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

10. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both: (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Contractor’s performance of such work.

11. PERSONNEL
Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor’s services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City’s premises.

INSERT NAME AND TITLE OF CONTRACTOR’S PROJECT ADMINISTRATOR shall be Contractor’s project administrator and shall have direct responsibility for management of Contractor’s performance under this Agreement. No change shall be made in Contractor’s project administrator without City’s prior written consent.

12. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor. If any state, federal, or local law requires mandatory copyright protection for Contractor’s work product, City shall comply with such laws to the extent feasible.

13. INDEPENDENT CONTRACTOR

13.1 Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Contractor or Contractor’s employees except as set forth in this Agreement.

13.3 City shall have no direct or indirect control over Contractor’s employees or sub-contractors with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Contractor any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Contractor, Contractor’s employees or subcontractors. City shall have no responsibility to provide Contractor, its employees or subcontractors with workers’
compensation insurance or any other insurance.

14. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

15. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount which may become due to Contractor.

16. **INDEMNIFICATION**

16.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.2 To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and contractor fees. Notwithstanding the foregoing, to the extent Contractor’s Services are subject to Civil Code Section 2782.8, the above
indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor’s failure to pay City promptly any indemnification arising under this Section 15 or related to Contractor’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

16.4 The obligations of Contractor under this Section 16 will not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

16.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor’s subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and contractor fees.

16.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

16.7 PERS ELIGIBILITY INDEMNITY. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for
PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

17. INSURANCE

17.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

17.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

17.1.1.1 Premises, operations, and mobile equipment

17.1.1.2 Products and completed operations

17.1.1.3 Broad form property damage (including completed operations)

17.1.1.5 Personal Injury

17.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Contractor’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

17.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Contractor, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.
17.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

17.2 Contractor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

17.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

17.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

17.5 At all times during the term of this Agreement, Contractor shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

17.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall provide such proof to City at least two weeks prior to the expiration of the coverages.

17.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

17.8 The general liability and automobile policies of insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

17.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
17.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

17.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under Section 16 of this Agreement.

17.12 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

18. MUTUAL COOPERATION

18.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Contractor’s services under this Agreement.

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

19. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

20. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

21. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Contractor’s and City’s regular business hours; or (ii)
on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Contractor:
Foodservice Outreach, Inc.
D.B.A. Pacific Catering
Attn: Steve Frobisher, President
722 Williamson Avenue
Fullerton, CA 92832

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

22. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 14, 16 and Paragraph 18.2 of Section 18, of this Agreement shall survive the expiration or termination of this Agreement.

23. **TERMINATION**

23.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Contractor agrees that in the event of such termination, City's obligation to pay Contractor shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
23.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

24. ASSIGNMENT

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

25. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

25.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

25.3 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

26. WARRANTIES

26.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.
26.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

26.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

27. CAPTIONS

27.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

27.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

28. NON-WAIVER

28.1 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

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

28.3 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

29. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

30. SEVERABILITY

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

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

32. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

33. ENTIRE AGREEMENT
All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

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

[SIGNATURES ON NEXT PAGE]
Request for Bids (RFB)
RFB 2020 – SFSP Vendor

CITY OF PICO RIVERA
Summer Food Service Program - Vendor

Department of Parks and Recreation
Contact: Leticia Reyes, Coordinator
I. **INTRODUCTION**

The City of Pico Rivera, a participant in the Summer Food Service Program (SFSP), hereinafter referred to as “City”, is seeking sealed bids from qualified vendors, hereinafter referred to as “Bidder”, to supply meals in order to comply with the federal regulations governing the program in matters of procurement, for the period of program operations beginning June 15, 2020 to August 14, 2020. The City’s objectives are to select a Bidder that:

- Has the best fit to our defined requirements.
- Has the ability to deliver daily, on time, to 7 sites (as per set timelines or earlier).
- Will provide unitized breakfast and lunch meals inclusive of milk that meet the minimum standards set by the USDA SFSP Meal Pattern.

II. **CITY CONTACT**

The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

Contact: Leticia Reyes, Coordinator
Fax: (562) 801-0671
E-mail: lreyes@pico-rivera.org

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

III. **MINIMUM QUALIFICATIONS & EXPERIENCE**

The City seeks Bidders with demonstrated expertise in performing the services described herein. The successful Bidder shall have proven experience in providing the subject services and shall, at minimum, have five (5) years-experience and proven track record as a food service provider. Moreover, Bidder must have the ability to:

A. Provide unitized meals, per specifications provided by the USDA; and
B. Accommodate and provide for additional orders/modifications with one (1) days’ notice; and
C. Meet the required delivery times.

IV. **SCOPE OF WORK**

Refer to Section C for Scope of Services.

V. **DEADLINE FOR SUBMITTING QUESTIONS**

Any explanation desired by a bidder regarding the meaning or interpretation of the RFB specifications, etc., must be requested in writing to the Contact referenced above no later
than XXX at 9:00 am. Reference the RFB Number and Title when making inquiries. The City will respond to inquiries submitted by the deadline no earlier or later than XXX.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFB shall be furnished to all prospective bidders as an amendment to the RFB if such information is necessary to bidders in submitting bids on the RFB, or if the lack of such information would be prejudicial to uninformed bidders.

VI. FORMAT AND SUBMISSION
All Bidders are required to follow the format content specified below.

**TAB 1** - Complete and insert in this tab the Bid Form furnished herewith, Attachment I.
**TAB 2** - Complete and insert in this tab the References Form furnished herewith, Attachment II.
**TAB 3** - Complete and insert in this tab the Invitation for Bid and Contract furnished herewith, Attachment III.
**TAB 4** - In this tab, provide:
   (a) Completed General Provisions for Contracts Exceeding $100,000 (Section A)
   (b) Completed Sections B through E

**TAB 5** - Complete Schedule A through C
   a. Sign and insert addendums in chronological order, as applicable.

**TAB 6** - Copy of State or local health certificate for food preparation facility.
**TAB 7** - Copy of Debarment/Suspension Certification, if applicable.

The deadline for submitting a bid is **on March 13, 2020 at 9:00 am**. Any bid received after this time will be returned unopened. Bids must be submitted in a sealed envelope and shall be clearly addressed as follows:

*City of Pico Rivera*

*Parks and Recreation – SEALED BID*

*RFB 2020 - SFSP Vendor*

6767 Passons Blvd.

Pico Rivera, CA. 90660

*Faxed or e-mailed bids will not be accepted* as this RFB requires bids to be submitted in a sealed envelope, per the City’s Municipal Code Title 3, Chapter 3.20.

VII. INSTRUCTIONS TO BIDDERS
1. **Definitions** (as used herein):
(a) The term "Request for Bid", hereafter referred to as RFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this Program, the RFB becomes a part of the contract upon acceptance by the agency, review by CDE, and execution of the contractual agreement.

(b) The term "Bid" means an offer to perform the work described in the RFB at the fixed unit price specified in accordance with the terms and conditions of the solicitation.

(c) The term "Bidder" means a food service management company submitting a bid in response to this RFB.

(d) The term "Contractor" means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.

(e) The term "CDE" means the California Department of Education, Nutrition Services Division.

(f) The term "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing, and unless otherwise provided for, delivering meals, with or without milk, for use in the program.

(g) The term "Agency" means the SFSP Agency that issues this RFB.

(h) The term "Program" means the SFSP as set forth in the 7 CFR, Part 225.

(i) The term "Unitized Meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk.

Other terms shall have the meanings ascribed to them in the SFSP in the 7 CFR, Part 225.

2. **Submission of Bids**

(a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFB. Failure to do so shall be at the bidder's own risk.

(b) Bids shall be executed and submitted being marked "original". If accepted, this RFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. No changes in the specifications or general conditions as presented by the agency herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.

(c) A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.

(d) Bids that are more than $250,000 must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency.

(e) Bids must include a Debarment/Suspension Certification.

(f) Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are more than $250,000.

(g) Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above shall be reason for rejection of the bid.

4. **Acknowledgment of Amendments to RFBs**
Receipt of an amendment to an RFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. **Bidders Having Interest in More Than One Bid**
If more than one bid is submitted by any one person, by, or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. **Time for Receiving Bids**
Sealed bids shall be deposited at the address specified on the RFB of the agency no later than the exact time and date indicated on the face of this RFB. Bids received prior to the time of opening will be securely kept, unopened.

7. **Errors in Bids**
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and the bidder cannot secure relief on the plea of error.

8. **Late Bids, Modifications of Bids, or Withdrawals of Bids**
   (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before the award is made and it was sent by registered or certified mail, no later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an RFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
   (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a). A bid may also be withdrawn in person by a bidder or a bidder's authorized representative, provided that person's identity is made known and s/he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
   (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the postmark. If the date on the postmark is illegible, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing.)
   (d) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the agency will be considered at any time it is received and may be accepted.

9. **Responsive Bidder**
After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

VIII. **SELECTION PROCESS**
1. **Evaluation of Bidders**
   Each bidder will be evaluated on the following factors:
   
   (a) Financial capability to perform a contract of the scope required.
(b) Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
(c) Previous experience performing services similar in nature and scope.
(d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as unresponsive and not considered for award.

2. **Award of Contract**
   (a) The contract (Enclosure) will be awarded to the responsive and responsible bidder whose bid will be most advantageous to the agency, price, and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
   (b) The agency reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received when there are sound documented business reasons in the best interest of the program.
   (c) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or the bid of a bidder who investigation shows is unable to perform the contract.

3. **Commencement of Services**

A Purchase Order will be issued once:
   (a) Council authority is granted, if applicable.
   (b) All agreements have been executed.
   (c) Insurance requirements have been met.
   (d) Verification of valid City Business License.

IX. **STANDARD TERMS & CONDITIONS**

In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

1. **Additional Information:** Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

2. **Bid Commitment:** The bid shall be firm and binding for 120 days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

3. **City Business License:** Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

4. **Contractual Obligation:** After the City selects a Bidder, the contents of the submitted bid will become a
5. **Disclaimer:** This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

6. **Evidence of Insurance:** In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described in the agreement, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement:

7. **Payments and Invoicing:** Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified.

8. **Property of City:** All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.

9. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City’s interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect. The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

10. **Submission Cost:** The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.
BID FORM

Name of Company: _____________________________________________________________

Type of Company: _____________________________________________________________

Company Address: ____________________________________________________________________

Company Phone: _____________________________Fax: __________________________________

Number of years the company has been in food service business: ______________

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

<table>
<thead>
<tr>
<th>A. Meal Type</th>
<th>B. Estimated Servings Per Day</th>
<th>C. Estimated Number of Serving Days</th>
<th>D. Unit Price</th>
<th>E. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>1</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>1</td>
<td>45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Signature: _______________________________________________________ Date: __________________

Printed Name and Title: ________________________________________________________________

E-Mail: ______________________________________________________________________________
REFERENCES FORM

Bidder is required to provide a minimum of two (2) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name:_____________________________ Contact Name:_____________________

Address:____________________________________ Phone Number:____________________

____________________________________ Fax Number:_____________________________

Dollar Value of Contract:$_______________________ Contract Dates:___________________

Requirements of Contract:____________________________________________________________________

____________________________________________________________________________

Company Name:_____________________________ Contact Name:_____________________

Address:____________________________________ Phone Number:____________________

____________________________________ Fax Number:_____________________________

Requirements of Contract: _________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Company Name: _______________________________  Contact Name: _______________________

Address: ______________________________________  Phone Number: _______________________

____________________________________  Fax Number: _______________________________


Requirements of Contract: _________________________________________________________

____________________________________________________________________________
# INVITATION FOR BID AND CONTRACT

**ISSUED BY (AGENCY):** City of Pico Rivera  
**NAME:** Leticia Reyes  
**ADDRESS:** 6767 Passons Boulevard  
**CITY:** Pico Rivera  
**STATE:** CA  
**ZIP CODE:** 90660  
**TELEPHONE NUMBER:** 562-801-0671

<table>
<thead>
<tr>
<th><strong>DATE:</strong></th>
<th><strong>TIME:</strong></th>
<th><strong>LOCATION:</strong></th>
<th><strong>ISSUE DATE:</strong></th>
</tr>
</thead>
</table>

**BID**

This document contains an RFB for the furnishing of meals (unitized if applicable) to be served to participants of the SFSP established by the USDA (7 CFR, Part 225) and sets forth the terms and conditions applicable to the proposed procurement.

**NAME OF COMPANY**  
**FEDERAL ID NUMBER**

**STREET ADDRESS**  
**TELEPHONE NUMBER**

<table>
<thead>
<tr>
<th><strong>CITY</strong></th>
<th><strong>STATE</strong></th>
<th><strong>ZIP CODE</strong></th>
</tr>
</thead>
</table>

**TOTAL ESTIMATED AMOUNT OF BID**

By submission of this proposal, the contractor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current SFSP regulations.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**  
**TITLE**  
**DATE**

**ACCEPTANCE**

Upon acceptance by the agency and review by the CDE, this document shall constitute the covenants, conditions, agreements, and stipulations of the contract between the contractor making the proposal and the agency named above.

**CONTRACT NUMBER**  
**AGENCY NAME**  
**DATE**

**SIGNATURE OF AGENCY REPRESENTATIVE**

**PROCUREMENT METHOD:** (Check One)
<table>
<thead>
<tr>
<th>FOR CDE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>This contract was reviewed for compliance with 7 CFR, Part 226 and or 225 by:</strong></td>
</tr>
<tr>
<td><strong>SIGNATURE</strong></td>
</tr>
</tbody>
</table>

SECTION A

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING $100,000

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 UNITED STATES CODE (USC) 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, CODE OF FEDERAL REGULATIONS, (40 CFR) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.

2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.
Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.

CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 CFR PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract has [ ] has not [ ] been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION,
NO SANCTIONS AND DRUG FREE WORKPLACE

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.

5. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, Code of Federal Regulations (34 CFR), Part 85, Subpart F, for grantees, as defined at 34 CFR, Part 85, sections 85.605 and 85.610, the bidder certifies that it will continue to provide a drug-free workplace.

EACH PERSON SIGNING THIS BID CERTIFIES:

1. The bidder is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above; and

2. The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above.

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

In accepting this bid, the agency certifies that the agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.
SCOPE OF SERVICES

1. The contractor agrees to deliver unitized meals inclusive of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

2. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA’s Food Buying Guide.

3. The contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.

4. Contractor agrees to furnish meals in accordance with the General Conditions that appear in Section E, attached hereto and made a part hereof.

5. The contractor shall furnish meals for the program as ordered by the Agency during the period of June 15, 2020 to August 14, 2020.

6. The contractor shall furnish meals for the program as ordered by the agency 5 days a week.
1. **Requirements Contract**

   (a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency’s requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as “estimated” in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.

   (b) The agency shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.

   (c) The agency may issue orders that provide for delivery or performance at multiple destinations.

   (d) The agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.

   (e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from CDE, in writing by the agency, prior to the commencement of any such renegotiation.

2. **Pricing**

   Pricing shall be on the numbers described in Attachment I, “Unit Price Schedule”. All bidders must submit bids on the same menu cycle provided by the agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. **Unit Prices**

   The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided in Attachment I of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.
4. **Meal Orders**

The agency will order meals each day of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a 24 hour notice (or less if mutually agreed upon between the parties to this contract).

5. **Menu-cycle Change Procedure**

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Deviation from this menu cycle shall be permitted only upon authorization of the agency. When an emergency situation prevents the contractor from delivering a specified meal component, the contractor shall notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to periodically suggest menu changes that are within the contractor’s food cost.

6. **Noncompliance**

The agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

7. **Title III C Assurance**

The Contractor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

8. **Specifications**

(a) Packaging

(1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.

(2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.

(3) Cartons—each carton shall be labeled and the label shall include:

   A. The processor’s (plant) name and address
B. Item identity and meal type
C. Date of production
D. Quantity of individual units per carton

(4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Bids are to be submitted on the menu cycle included as Schedule C and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this RFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.
GENERAL CONDITIONS

1. Delivery Requirements

(a) Deliveries shall be made by the contractor to each center listed on the attached Schedule A in accordance with the order from the agency.

(b) Meals shall be delivered, unloaded, and placed in the designated center daily by the contractor's personnel at each of the locations and times listed on the Schedule A.

(c) The contractor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.

(d) The agency reserves the right to add or delete centers. This shall be done by amendment of the Schedule A. The agency shall notify the contractor of such amendments to the Schedule A not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

3. Record Keeping

(a) Transport records must be prepared by the contractor—one for the contractor, one for center personnel, and one for the agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the agency's designee at the center.

(b) The contractor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.

(c) The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.
4. **Method of Payment**

The contractor shall submit its itemized invoice to the agency weekly. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the agency.

5. **Inspection of Facility**

(a) The agency, CDE, and the USDA reserve the right to inspect the contractor’s preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

(b) The contractor’s facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.

(c) The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. **Availability of Funds**

The agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with this contract.

7. **Number of Meals and Delivery Times**

The contractor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. **Emergencies**

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than ½ hour after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least 24 hours’ notice. Adjustments for emergency situations affecting the contractor’s ability to deliver meals or the agency’s ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.
9. **Termination**

(a) The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency shall notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency shall have the right upon written notice to immediately terminate the contract and the contractor shall be liable for any damages incurred by the agency. The agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

(b) The agency shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.

(c) In the event this contract is terminated as provided in paragraph (b) hereof, the agency shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

(d) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. **Subcontracts and Assignments**

The contractor shall not subcontract with any other contractor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the agency, this contract or any interest therein. In the event of any assignment, the contractor shall remain liable to the agency as principal for the performance of all the contractor’s obligations under this contract.

11. **Equal Opportunity**

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the contractor agrees as follows:
(a) The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex.

The contractor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. 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.

Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The contractor and the contractor’s subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(b) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(c) In the event of the contractor’s noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
## SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

<table>
<thead>
<tr>
<th>SNACK¹</th>
<th>LUNCH OR</th>
<th>(choose two of)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or Fruit(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or</td>
<td>1/2 cup</td>
<td>3/4 cup total⁴</td>
</tr>
<tr>
<td>Full-strength vegetable or fruit juice or</td>
<td>1/2 cup (4 fl)</td>
<td>3/4 cup (6 fl)</td>
</tr>
<tr>
<td>Grains/Breads⁵</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td>Cornbread, biscuits, rolls, muffins, etc., or</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>Cold dry cereal or</td>
<td>3/4 cup or 1</td>
<td>3/4 cup or 1</td>
</tr>
<tr>
<td>Meat/Meat Alternates⁷</td>
<td>(optional)</td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, fish or</td>
<td>1 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Cheese or</td>
<td>1 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Cottage cheese or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Eggs or</td>
<td>1 large egg</td>
<td>1 large egg</td>
</tr>
<tr>
<td>Cooked dry beans, peas, or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
</tr>
</tbody>
</table>
For the purpose of this table, a cup means a standard measuring cup.

_Indicated endnotes can be found on the back of this page_

**SCHEDULE B, PAGE 2**

---

**SUMMER FOOD SERVICE PROGRAM**

**MEAL PATTERN**

**MEAL PATTERN DEFINITIONS**

1. **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2. **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.

3. **MILK FOR LUNCH OR SUPPER:** Served as a beverage.

4. **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5. **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

6. **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.

7. **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

**CERTIFICATION** – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

<table>
<thead>
<tr>
<th>PRINTED NAME OF FOOD SERVICE VENDOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF FOOD SERVICE VENDOR</td>
<td>DATE</td>
</tr>
</tbody>
</table>
BID FORM

Name of Company: FOODSERVICE OUTREACH INC DBA PACIFIC GATEWAY

Type of Company: FOODSERVICE

Company Address: 722 WILLIAMS AVE.
FULLERTON CA 92832

Company Phone: (714) 496-4603  Fax: (714) 525-2971

Number of years the company has been in food service business: 30

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>B. Estimated Servings Per Day</th>
<th>C. Estimated Number of Serving Days</th>
<th>D. Unit Price</th>
<th>E. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>335</td>
<td>45</td>
<td>1.55</td>
<td>23,366.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>545</td>
<td>45</td>
<td>2.83</td>
<td>69,405.75</td>
</tr>
</tbody>
</table>

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Signature: ___________________________ Date: 3/12/20

Printed Name and Title: STEVE FRIEDSTEIN  Pres

E-Mail: SLAE@SBCGLOBAL.NET
REFERENCES FORM

Bidder is required to provide a minimum of two (2) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: PICO RIVERA
Contact Name: CASSANDRA A. MEDINA
Address: 8767 PASSAME GLEN
DICO RIVERA, CA. 90660
Phone Number: 323-801-0621
Fax Number: 
Dollar Value of Contract: $ 50,000 +
Contract Dates: JUNE - AUG. 2019
Requirements of Contract: SAME REQUIREMENTS AS THIS CONTRACT

Company Name: LA HABRA BOYS & GIRLS CLUB
Contact Name: MARK CHAVEZ
Address: 1211 FASSNAGHER WAY
LA HABRA, CA. 90631
Phone Number: 323-621-2413
Fax Number: 323-691-1807
Dollar Value of Contract: $ 50,000 +
Contract Dates: JUNE - AUG. 2019
Requirements of Contract: SAME TYPE OF REQUIREMENTS AT THIS

Company Name:
Contact Name:
Address:
Phone Number:
Fax Number:
Dollar Value of Contract:
Contract Dates:
Requirements of Contract:
INVITATION FOR BID AND CONTRACT

ISSUED BY (AGENCY): City of Pico Rivera

NAME: Leticia Reyes
ADDRESS: 6767 Passons Boulevard

CITY: Pico Rivera STATE: CA ZIP CODE: 90660 TELEPHONE NUMBER: 562-801-0671

BID OPENING

DATE: March 13, 2020
TIME: 9:30 a.m.
LOCATION: Parks and Recreation Administration / 6767 Passons Boulevard / Pico Rivera, CA 90660

BID

This document contains an RFB for the furnishing of meals (unitized if applicable) to be served to participants of the SFSP established by the USDA (7 CFR, Part 225) and sets forth the terms and conditions applicable to the proposed procurement.

<table>
<thead>
<tr>
<th>NAME OF COMPANY</th>
<th>FEDERAL ID NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOOD SERVICE OUTREACH, DBA PACIFIC A GREN</td>
<td>53-0843118</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>722 WILLIAMSON AVE</td>
<td>714-986-6083, 714-525-2571</td>
</tr>
</tbody>
</table>

CITY: FULLERTON STATE: CA ZIP CODE: 92832

TOTAL ESTIMATED AMOUNT OF BID $42,772

Prompt Payment Discount: % for payment within days.

By submission of this proposal, the contractor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current SFSP regulations.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE: PRESIDENT

DATE: 3/12/20

ACCEPTANCE

Upon acceptance by the agency and review by the CDE, this document shall constitute the covenants, conditions, agreements, and stipulations of the contract between the contractor making the proposal and the agency named above.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AGENCY NAME</th>
<th>DATE</th>
</tr>
</thead>
</table>

SIGNATURE OF AGENCY REPRESENTATIVE

PROCUREMENT METHOD: (Check One)

Competitive Negotiation Competitive Sealed Bids Noncompetitive Negotiation

FOR CDE USE ONLY

This contract was reviewed for compliance with 7 CFR, Part 226 and or 225 by:

SIGNATURE

DATE
GENERAL PROVISIONS FOR CONTRACTS EXCEEDING $100,000

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 UNITED STATES CODE (USC) 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, CODE OF FEDERAL REGULATIONS, (40 CFR) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.

2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.
CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 CFR PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract
   has [ ] has not [X] been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
<th>PACIFIC ATMIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOOD SERVICE OUTFIT INC.</td>
<td>PACIFIC ATMIC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>President</td>
<td>3/12/20</td>
</tr>
</tbody>
</table>
SECTION B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION,
NO SANCTIONS AND DRUG FREE WORKPLACE

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THEREETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.

5. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, Code of Federal Regulations (34 CFR), Part 85, Subpart F, for grantees, as defined at 34 CFR, Part 85, sections 85.605 and 85.610, the bidder certifies that it will continue to provide a drug-free workplace.

EACH PERSON SIGNING THIS BID CERTIFIES:

1. The bidder is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above; and

2. The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above.

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Title]</td>
<td>3/12/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
<th>DBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOODSERVICE OUTREACH INC.</td>
<td>PACIFIC CATHOLIC</td>
</tr>
</tbody>
</table>

In accepting this bid, the agency certifies that the agency’s officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.
SCOPE OF SERVICES

1. The contractor agrees to deliver utilized meals inclusive of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

2. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA’s Food Buying Guide.

3. The contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.

4. Contractor agrees to furnish meals in accordance with the General Conditions that appear in Section E, attached hereto and made a part hereof.

5. The contractor shall furnish meals for the program as ordered by the Agency during the period of June 15, 2020 to August 14, 2020.

6. The contractor shall furnish meals for the program as ordered by the agency 5 days a week.
## MENU CYCLE – DAYS 6 THROUGH 11

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>SERVING SIZE</th>
<th>DAY 6</th>
<th>DAY 7</th>
<th>DAY 8</th>
<th>DAY 9</th>
<th>DAY 10</th>
<th>DAY 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grain bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.M. Snack</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grain bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grain bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.M. Snack</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grain bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meat/meat alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grain bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Schedule C

### Menu Cycle – Days 1 Through 5

<table>
<thead>
<tr>
<th>Food Components</th>
<th>Serving Size</th>
<th>Day 1</th>
<th>Day 2</th>
<th>Day 3</th>
<th>Day 4</th>
<th>Day 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td><em>Cereal</em> 2c</td>
<td><em>Breakfast</em></td>
<td><em>Cereal</em> 2c</td>
<td><em>Breakfast</em></td>
<td><em>Cereal</em> 2c</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Orange Juice</em></td>
<td><em>Fruit Juice</em></td>
<td><em>Orange Juice</em></td>
<td><em>Fruit Juice</em></td>
<td><em>Orange Juice</em></td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Lean Protein</em></td>
<td><em>Lean Protein</em></td>
<td><em>Lean Protein</em></td>
<td><em>Lean Protein</em></td>
<td><em>Lean Protein</em></td>
</tr>
</tbody>
</table>

| A.M. Snack      |              |                |                |                |                |                |
|                 |              |                |                |                |                |                |
|                 |              |                |                |                |                |                |
| Lunch           |              | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* |
|                 |              | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* |
|                 |              | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* | *Lean Protein* |

| P.M. Snack      |              |                |                |                |                |                |
|                 |              |                |                |                |                |                |
|                 |              |                |                |                |                |                |

| Supper          |              |                |                |                |                |                |
|                 |              |                |                |                |                |                |
Pacific Catering
722 Williamson Ave Fullerton

PASS

This food facility was inspected and deemed to be in substantial compliance with California Health and Safety Code.

L. Fuertes  12/06/19
Specialist Name  Date of Inspection

Within a reasonable time of request, the food facility operator will provide a copy of the most recent Inspection Report for review.

To report a foodborne illness or an unhealthy or unsanitary condition at a food facility, please call:
HCA Environmental Health 24-Hour Hotline at (714) 433-6000
or e-mail HCA Environmental Health at:
ehealth@ochca.com

Visit the HCA Environmental Health website for more information:
www.ocfoodinfo.com
Dear Owner/Operator:

Below is your health permit. Please detach it and post it in a conspicuous place at your facility. This permit is valid for the location, type of business, and owner noted unless suspended or revoked. Health Permits are not transferable nor refundable. This permit is not valid for any off-site operations. Health Permits are issued on an annual basis upon payment of all health service fees owed. Your Health Permit will expire on the date listed below. This permit becomes void and invalid in the event of a change of ownership, unpaid balances on any invoice, or if the permit is suspended or revoked.

BILLS WILL BE SENT TO:

FOODSERVICE OUTREACH INC
PO BOX 7082
FULLERTON, CA 92832

PLEASE NOTE CORRECTED ADDRESS INFORMATION BELOW AND MAIL OR E-MAIL US AT ADDRESS ABOVE

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION

Permits to operate are NOT TRANSFERABLE NOR REFUNDABLE.

This permit is valid for the noted owner, location, and type of business only.

ENVIRONMENTAL HEALTH
1241 EAST DYER ROAD, SUITE 120, SANTA ANA, CA 92705-5811
(714) 433-6000

Type of Business: CATERING 2000-5999 SQ FT - COMPLEX (0128)
Owner: FOODSERVICE OUTREACH INC
Name of Business: PACIFIC CATERING
Location: 722 WILLIAMSON AVE
FULLERTON, CA 92832

EXPIRES AUGUST 2020

Permits are valid until the last day of the month listed above.
Learn2Serve Food Protection Manager Certification

THIS CERTIFIES THAT

STEVE FROBISHER

HAS ACHIEVED THE TITLE OF

CERTIFIED FOOD PROTECTION MANAGER

Craig Douglas, Sr. Director of Product Development & Compliance

Issue Date: 2/24/2016
Certificate Number: L2SC-2-004363-Test B10
This certificate is only valid for five years from date of issue

Completion Information:

Completion Date: 2/24/2016
Exam Score: 82.687
Provider Name: 360training.com
Provider Number: 0975

Congratulations on becoming a Certified Food Protection Manager.

Learn2Serve also provides training courses in:
Food Safety Handler, Alcohol Seller/Server, HACCP, and Sexual Harassment

Please contact us today to learn more about how you can take advantage of these quality courses, or visit www.Learn2Serve.com.

STEVE FROBISHER
722 WILLIAMSON AVE
FULLERTON CA 92832 US
## BID FORM

**Name of Company:** FOODSERVICE OUTREACH INC.  DBA PACIFIC CATERING  
**Type of Company:** FOOD SERVICE  
**Company Address:** 722 Wilkinson Ave., Fullerton, CA 92832  
**Company Phone:** 714-464-6037 949-752-2511  
**Fax:** 714-752-2971  
**Number of years the company has been in food service business:** 30

### Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

<table>
<thead>
<tr>
<th>A. Meal Type</th>
<th>B. Estimated Servings Per Day</th>
<th>C. Estimated Number of Serving Days</th>
<th>D. Unit Price</th>
<th>E. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snack</td>
<td>800</td>
<td>45</td>
<td>.83</td>
<td>29,880.75</td>
</tr>
<tr>
<td>Supper</td>
<td>800</td>
<td>45</td>
<td>3.28</td>
<td>118,080.75</td>
</tr>
</tbody>
</table>

**Total:** 147,960

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

**Signature:**  
**Date:** 5/15/20

**Printed Name and Title:** SCAE@SBCGlobal.Net

**E-Mail:** SCAE@SBCGlobal.Net
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 19-1875 WITH TANKO LIGHTING, INC. FOR STREETLIGHT ACQUISITION AND LED CONVERSION SERVICES.

Recommendation:

1. Approve Amendment No.1 to extend the term of Professional Services Agreement No. 19-1875 and for all work to be completed no later than June 30, 2021.

Fiscal Impact:

The proposed amendment will not impact the existing pricing agreement for streetlight acquisition and LED conversion not-to-exceed $911,010.

Discussion:

In March 2019, the City of Pico Rivera (City) entered into Agreement No. 19-1875 with Tanko Lighting, Inc. to support streetlight acquisition and LED conversion. Tanko Street Lighting, Inc. began its physical audit of all City of Pico Rivera and Southern California Edison (SCE) streetlights in April 2019. Tanko completed Pico Rivera’s streetlight audit in late July, with an estimated acquisition count of 3,200 cobrahead streetlights on standalone poles, as well as 850 cobrahead streetlights attached to non-acquirable distribution poles. The City and Tanko sent the audit to SCE in March 2020 for reconciliation and are currently finalizing the transfer of ownership.

The City will begin the design phase of the LED conversion while the data reconciliation is being completed. The data reconciliation and transfer of ownership is expected to take 4-6 weeks to complete. The LED design will be informed by the audit, existing structures, street configurations and sidewalk widths.
Conclusion:

The proposed amendment to extend the term of Professional Services Agreement No. 19-1875 through June 30, 2021 will ensure the streamlined completion of streetlight acquisition and LED conversion services.

Steve Carmona

SC:KF:km

Enclosure: 1) Amendment No. 1 to Agreement No. 19-1875 with Tanko Lighting
TO CONTRACTUAL SERVICE AGREEMENT NO. 19-1875
BY AND BETWEEN
THE CITY OF PICO RIVERA, CA
AND
TANKO STREETLIGHTING, INC.

THIS FIRST AMENDMENT TO CONTRACTUAL SERVICE AGREEMENT 19-1875 ("First Amendment") is made as of the ____ day of _______________, 2020 ("Effective Date"), by and between the CITY OF PICO RIVERA, CA (the "City") and TANKO STREETLIGHTING, INC., (the "Contracting Party"). The City and the Contracting Party are sometimes hereinafter individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 26, 2019, an Agreement was entered into by and between the City and Contracting Party for Professional Services (Agreement No. 19-1875) (hereinafter the “Agreement”); and

WHEREAS, the City and the Contracting Party mutually agree it is now necessary to amend the Agreement to modify the expiration date of the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1. The Parties hereto agree to amend Section 3 - “Work,” Subsection 3.3. – “Expiration Date” of the Agreement to read as follows:

“Expiration Date: June 30, 2021”

SECTION 2. Pursuant to the amendment recited in Section 1 above, the Parties hereto also agree to amend Section 4 – “Term” of the Agreement to read as follows:

“The Work shall be completed by a schedule and a date mutually agreed upon. All work will be completed no later than June 30, 2021.”

SECTION 3. Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the City and the Contracting Party have executed this Contract Amendment as a sealed instrument as of the date first written above.

“CITY”
CITY OF PICO RIVERA

______________________________ ____________________
Steve Carmona, City Manager Jason Tanko, Chief Executive Officer

Dated: ________________________ Dated: _____________________________

“CONTRACTING PARTY”
TANKO LIGHTING, INC.

______________________________ ____________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

APPROVED AS TO FORM:

___________________________ _________________ __________________
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: APPROVE AMENDMENT NO. 2 TO AGREEMENT WITH SOUTH EAST AREA ANIMAL CONTROL AGENCY

Recommendation:

1. Approve Amendment No. 2 to Agreement No. 16-1670- Joint Powers Agreement with the South East Area Animal Control Agency (SEAACA).

Fiscal Impact:

There is no fiscal impact as a result of the recommended action. All terms in the Joint Powers Agreement with South East Area Animal Control Agency (SEAACA) will continue. This action will only extend the agreement term until June 30, 2035.

Discussion:

The City of Pico Rivera (City) is one of the eight (8) member agencies of SEAACA, which operates as a separate and distinct agency. The City pays a pro-rata share of expenses related to the annual cost of providing animal care and control services (approximately $300,000 each Fiscal Year). The Joint Powers Agreement with the City was entered into agreement on July 1, 1997 and details the services provided by SEAACA for animal control and sheltering, license canvassing, capital costs and general administrative overhead. The Agreement is administered by the Finance Department, and Finance conducts two (2) rabies clinics each year as an additional service for residents.

This second amendment will extend the term of the agreement until June 30, 2035; there are no other changes to the agreement with this action.

Conclusion:

The approval of the second amendment is necessary to maintain the animal control and sheltering services provided by SEACCA for the City. Staff recommends the City Council authorize the City Attorney and City Clerk to finalize the execution of Amendment No. 2.
CITY COUNCIL AGENDA REPORT – MEETING OF MAY 12, 2020
APPROVE AMENDMENT NO. 2 TO AGREEMENT WITH SOUTH EAST AREA ANIMAL CONTROL AGENCY
Page 2 of 2

Steve Carmona

SC:CC:MG:smc

Enclosure: 1) Amendment No. 2
SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITIES OF NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS,
MONTEBELLO, PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE
GOVERNING THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this ______ day of ________________, 2020, by and between the signatory cities (herein also referred to as “member cities”), municipal corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement, dated July 1, 1997 (hereinafter “the Joint Powers Agreement”) to establish and maintain the Southeast Area Animal Control Authority (hereinafter, “SEAACA”) as a separate and distinct agency for the purpose of providing animal control services within each of those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the parties to the Joint Powers Agreement.


D. The term of the Joint Powers Agreement currently expires on June 30, 2020 and it is the desire of the signatory cities to extend that termination date to June 30, 2035:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

SECTION 1. Section 2, of the Joint Powers Agreement is revised to read as follows

“SECTION 2. Term
This Agreement shall become effective as of July 1, 1997 and continue in full force and effect until June 30, 2035, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by agreement of the parties”.

This Amendment to Agreement has been executed by the member cities on the dates indicated below

CITY OF DOWNEY

ATTEST:

Mayor

Date

APPROVED:

City Attorney

JPA2035

February 20, 2020
CITY OF BELL GARDENS

ATTEST:

______________________________
City Clerk

APPROVED:

______________________________
City Attorney

CITY OF NORWALK

ATTEST:

______________________________
City Clerk

APPROVED:

______________________________
City Attorney

CITY OF PICO RIVERA

ATTEST:

______________________________
City Clerk

APPROVED:

______________________________
City Attorney

CITY OF MONTEBELLO

ATTEST:

______________________________
City Clerk

APPROVED:

______________________________
City Attorney
To: Mayor and City Council
From: City Manager
Meeting Date: May 12, 2020
Subject: APPROVE PROPOSED SIDE LETTERS FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 PART-TIME UNIT, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 FULL-TIME UNIT, AND MID-MANAGERS AND PROFESSIONAL AND CONFIDENTIAL EMPLOYEES ASSOCIATION

Recommendation:

1. Approve the proposed side letters with the City employee groups amending the SEIU Local 721 Full-Time MOU, SEIU Local 721 Part-Time MOU, and the CEA MOU as a result of disruptions caused by the COVID-19 pandemic and state of emergency.

Fiscal Impact:

There is no direct fiscal impact with the adoption of the proposed side letters for the SEIU Local 721 Full-Time MOU and for the CEA MOU.

For the SEIU Local 721 Part-Time MOU, longevity bonuses will be delayed until employees return to work as opposed to being automatically paid out on July 1, 2020. The fiscal impact of the potential delay of bonus payments is approximately $24,700. However, bonus payments will still be paid at their regular level when employees return to work, which will likely be in the same fiscal year (FY) of the incurred expense (FY 2020-21).

Discussion:

The COVID-19 pandemic and subsequent state of emergency and mandatory social distancing protocols, ordered by the State of California and the County of Los Angeles affect City operations and employee working conditions. Staff has met and conferred with the labor groups regarding these effects and has reached tentative agreements on side-letter modifications to the current MOUs.

The side letter agreements for the full-time groups (SEIU and CEA), extend the looming expiration of banked “furlough return days” to December 31, 2020 from June 30, 2020. The side letter agreement for the SEIU 721 part-time groups clarifies the status of employees who have been placed on an indefinite leave of absence without pay during
CITY COUNCIL AGENDA REPORT – MEETING OF MAY 12, 2020
APPROVE PROPOSED SIDE LETTERS FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 PART-TIME UNIT, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 FULL-TIME UNIT, AND MID-MANAGERS AND PROFESSIONAL AND CONFIDENTIAL EMPLOYEES ASSOCIATION
Page 2 of 2

which the employee will not be able to perform any service for the City and will receive no wages. The purpose of the side letter is to ensure MOU provisions do not impair any employee’s ability from receiving regular unemployment and federal pandemic unemployment compensation during the furlough period.

Steve Carmona

SC:RH:sp

Enclosures: 1) SEIU Local 721 Full-Time MOU Side Letter #5
  2) SEIU Local 721 Part-Time Side Letter #1
  3) CEA MOU Side Letter #6
SIDE LETTER OF AGREEMENT #5

BETWEEN

CITY OF PICO RIVERA

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, FULL-TIME EMPLOYEES UNIT

This Side Letter of Agreement ("Agreement") between the City of Pico Rivera ("City") and
the Service Employees International Union Local 721 Full-Time Employees Unit ("SEIU")
(collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding ("MOU") for the
term of July 1, 2017 through June 30, 2020;

WHEREAS, the Parties are also subject to Side Letter of Agreement #3 that served to
amend Article 16 (Types of Leaves) of the MOU by providing the terms of "Furlough Return
Days;"

WHEREAS, any remaining Furlough Return Days are presently required to be used by June
30, 2020 or be forfeited;

WHEREAS, the novel coronavirus (COVID-19) has been declared a global health
emergency and pandemic by the World Health Organization;

WHEREAS, the novel coronavirus (COVID-19) pandemic has been declared a State of
Emergency by the Federal Government, the State of California, and the County of Los
Angeles;

WHEREAS, the Public Health Officer for the County of Los Angeles has ordered the
adoption of social distancing protocols that affect City operations and employee working
conditions;

WHEREAS, in light of these changed working conditions, the Parties have met and
conferred in good faith and have reached an agreement to extend the eligible members' abil
ity to use available Furlough Return Days through December 31, 2020.

NOW THEREFORE, the Parties agree as follows:

1. Effective after City Council approval, the City and SEIU agree to amend the
Memorandum of Understanding as follows:
a. Article 16, "Types of Leave", Furlough Return Days- All banked furlough return days will expire on December 31, 2020. Any furlough return days remaining on January 1, 2021 will be forfeited.

FOR THE CITY:

Steve Carmona
City Manager

FOR THE UNION:

James Fagen
SEIU Local 721 Negotiator
SIDE LETTER OF AGREEMENT #1

BETWEEN

CITY OF PICO RIVERA

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, PART-TIME EMPLOYEES UNIT

This Side Letter of Agreement ("Agreement") between the City of Pico Rivera ("City") and the Service Employees International Union Local 721 Part-Time Employees Unit ("SEIU") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding ("MOU") for the term of July 1, 2017 through June 30, 2020;

WHEREAS, the novel coronavirus (COVID-19) has been declared a global health emergency and pandemic by the World Health Organization.

WHEREAS, the novel coronavirus (COVID-19) pandemic has been declared a State of Emergency by the Federal Government, the State of California, and the County of Los Angeles;

WHEREAS, the Public Health Officer for the County of Los Angeles has ordered the adoption of social distancing protocols that affect City operations, including the level of work available and the financial capacity of the City to provide services;

WHEREAS, non-essential represented part-time employees have been placed on an indefinite leave of absence without pay during which non-essential employees will not be able to perform any service for the City and will receive no wages;

WHEREAS, the parties have met and conferred in good faith and have reached an agreement to amend the Parties’ MOU to address issues related to the placement of non-essential represented part-time employees on an indefinite leave of absence.

NOW THEREFORE, the Parties agree as follows:

1. Effective after City Council approval and retroactive to May 1, 2020 the City and SEIU agree to amend the Memorandum of Understanding as follows:

   a. Article 10 "Annual Leave"- Employees on an indefinite leave of absence without pay will have use of their annual leave banks and annual leave accrual suspended until such time they return to work. Employees shall have their full annual leave bank activated upon returning to work.
b. Article 11 “Bereavement Leave” - Employees on an indefinite leave of absence without pay will have their use bereavement leave suspended until such time they return to work. Employees shall have their full bereavement leave bank activated upon returning to work.

c. Article 14 “Sick Leave” - Employees on an indefinite leave of absence without pay will have their use of sick leave banks and sick leave accrual suspended until such time they return to work. Employees shall have their full sick leave bank activated upon returning to work.

d. Article 16 “Longevity Bonus” - Employees on an indefinite leave of absence without pay will have longevity bonuses suspended until such time they return to work. Employees will receive the full amount of their longevity bonus when they return to work. The longevity bonus will be paid on the first full pay period an employee returns to work after July 1, 2020. Any employee that is separated from employment, voluntarily or involuntarily, prior to returning to work shall not be entitled to receive any longevity bonus that has been suspended under this provision.

FOR THE CITY:

[Signature]
Steve Carmona
City Manager

FOR THE UNION:

[Signature]
James Fagen
SEIU Local 721 Negotiator
SIDE LETTER OF AGREEMENT #6

BETWEEN

CITY OF PICO RIVERA

And

PICO RIVERA MID-MANAGERS AND PROFESSIONAL AND CONFIDENTIAL EMPLOYEES ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Pico Rivera ("City") and the Pico Rivera Mid-Managers and Professional and Confidential Employees Association ("Association") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding ("MOU") for the term of July 1, 2017 through June 30, 2020;

WHEREAS, the Parties are also subject to Side Letter of Agreement #4 that served to amend the MOU by adding Section M to Article 10 (Overtime, Holidays, Schedules, and Types of Leaves), which provided for "Furlough Return Days;"

WHEREAS, any remaining Furlough Return Days are presently required to be used by June 30, 2020 or be forfeited;

WHEREAS, the novel coronavirus (COVID-19) has been declared a global health emergency and pandemic by the World Health Organization.

WHEREAS, the novel coronavirus (COVID-19) pandemic has been declared a State of Emergency by the Federal Government, the State of California, and the County of Los Angeles;

WHEREAS, the Public Health Officer for the County of Los Angeles has ordered the adoption of social distancing protocols that affect City operations and employee working conditions in response to the COVID-19 pandemic;

WHEREAS, in light of these changed working conditions, the Parties have met and conferred in good faith and have reached an agreement to extend the eligible members' ability to use available Furlough Return Days through December 31, 2020.

NOW THEREFORE, the Parties agree as follows:

1. Effective after City Council approval, the City and Association agree to amend the Memorandum of Understanding as follows:
a. Article 10, "Overtime, Holidays, Schedules, and Types of Leave", Section M, "Furlough Return Days"- All banked furlough return days will expire on December 31, 2020. Any furlough return days remaining on January 1, 2021 will be forfeited.

FOR THE CITY:

[Signature]

Steve Carmona
City Manager

FOR THE UNION:

[Signature]

Charissa Manor
Association President
To: Mayor and City Council

From: City Manager

Meeting Date: May 12, 2020

Subject: APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH TERRAVERDE ENERGY, LLC. TO PROVIDE DISTRIBUTED ENERGY RESOURCE PROJECT MANAGEMENT

Recommendation:

1. Authorize the City Manager to award and execute a Professional Service Agreement (PSA) with TerraVerde Energy, LLC. (TerraVerde) to provide Distributed Energy Resources (DER) project management; and

2. Appropriate funds for Fiscal Year 2020-21 in the amount of $22,500 for the completion of Task Order 1.A Solar and Storage Feasibility Analysis and Task Order 1.B DER Program Design for Pico Rivera City and El Rancho Unified School District (ERUSD) facilities. These services will be billed to Account No. 560.16.1638.52310.

Fiscal Impact:

The initial cost to complete Task Order 1 is estimated at $22,500 in Fiscal Year 2020-21, with the fee distributed across two (2) components: 1.A the Solar and Storage Feasibility Analysis, completed at no cost; and 1.B the DER Program Design, incurring the balance of the amount. The objective of the DER Program Design is to calculate and identify potential energy savings that exist upon implementation. The next phase of this project occurs with the execution of Task Order 2, DER Program Deployment & Implementation, where TerraVerde will be compensated at 6% of the total project costs. These costs will depend on the number of sites found to be suitable for DER deployment. The development fee paid to TerraVerde for this task may not exceed $600,000. There is no fiscal impact to the General Fund.

Discussion:

Deploying Distributed Energy Resources (DER) can provide financial and resiliency benefits to the City of Pico Rivera and PRIME customers. DERs are small electric generation systems placed locally and connect directly to the grid. DER technologies include rooftop solar, battery storage, electric vehicle chargers, and more. Currently, the City has identified 26 city-owned facilities and school district sites that will be included in a comprehensive analysis of the financial feasibility for implementing solar and storage.
The analysis will include a detailed cash flow projection on energy cost savings for each facility and is expected to be completed by August 15th at no cost.

For Task Order 1.B, TerraVerde will calculate the potential cost savings for PRIME to implement a virtual power plant (VPP) made up of solar and storage DER at identified project sites. The calculation will include the potential costs associated with the real-time and day-ahead market and resource adequacy obligations. VPPs are a network of generation units that are dispatched to relieve the grid during peak times and have been used by utilities to minimize the flow changes of renewable energy resources. TerraVerde will also identify customers with load profiles that would have the greatest benefit by participating in the VPP program. The cost for calculation and program design will be approximately $22,500.

The deployment and implementation of the DER program will require the selection of a vendor for the solar and storage systems. TerraVerde will prepare and administer the RFP and support PRIME staff with the vendor selection. TerraVerde will oversee the completion of projects, manager vendor compliance, and customer enrollment. The development fee paid to TerraVerde for program deployment and implementation will be calculated as 6% of the total project costs. The City will decide which projects are suitable to move forward with and can be completed in phases. TerraVerde has estimated total project costs to range from $5 million to $10 million and the development fee not to exceed $600,000. The recommended services are of a special technical nature and professional services of this type are excluded from the bidding requirements of the City’s Purchasing Policy pursuant to PRMC Section 3.20.105; and approved by the City Attorney.

Conclusion:

TerraVerde has the experience and knowledge to develop and deploy DER programs in California, having worked with many CCA’s and public agencies. This comprehensive project will support PRIME as a local innovative energy leader. Therefore, staff recommends approval of a Professional Services Agreement with TerraVerde, as well as the associated $22,500 program design fee and the program deployment and implementation development fees not to exceed $600,000. The proposed DER programs will provide procurement cost savings to PRIME and financial benefits to the City and school district.

Steve Carmona

SC:KF:km

Enclosures: 1) Professional Service Agreement
2) Mutual Nondisclosure Agreement
IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Pico Rivera, a municipal corporation and charter city, (the “City”), and TerraVerde Energy, LLC, a Delaware limited liability company (the “Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (PRIME) DISTRIBUTED ENERGY RESOURCE PROJECT MANAGEMENT (THE “SERVICES”)

WHEREAS the principal members of the Consultant are qualified and duly registered/licensed under the laws of the State of California, and the Consultant desires to accept such engagement;

NOW, THEREFORE, the Parties agree as follows:

Parties to the Agreement

The Parties to this Agreement are:

A. CITY: City of Pico Rivera

B. CONSULTANT: TerraVerde Energy, LLC

1. SUCCESSORS AND ASSIGNS

The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that no Party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other Party, and any such assignments without said consent shall be void.

2. COMMENCEMENT AND COMPLETION OF WORK

The execution of this Agreement by the Parties does not constitute an authorization to proceed. The Consultant shall commence the Services when the City,
acting by and through its City Manager or his designee, has issued an executed Task Order for the work described herein. The Parties may agree to extend the time for completion upon mutual written agreement.

The Consultant shall have no claim for compensation for any services or work which has not been authorized by the City’s Notice to Proceed.

3. TERM; EFFECTIVE DATE

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant (as further described in Section 20 “Effective Date” below). This Agreement shall continue in full force and effect for a period of forty-eight (48) months from the Effective Date of the Agreement (the “Term”), unless the Agreement is sooner terminated in accordance as provided the Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

4. DESCRIPTION OF WORK

The City hereby engages the Consultant, and the Consultant accepts such engagement, to perform the technical and professional services from time to time as requested by the City, in writing and accepted by consultant pursuant to a Task Order issued under this Agreement. The Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in each Task Order, as described in Exhibit “A,” incorporated herein by this reference. The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. OBLIGATIONS OF THE CONSULTANT

5.1 The Consultant shall perform the Services as required by this Agreement as set forth in Exhibit “A”.

5.2 The Consultant shall be responsible for payment of all employees’ wages and benefits and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.

5.3 The Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

6. OBLIGATIONS OF THE CITY

6.1 The total compensation to be paid by the City to the Consultant for all work and services associated with each assignment shall be specified in the Task Order in accordance with the Fee Schedule described in Exhibit “A”. Payments shall be due
within thirty (30) days following submittal of an invoice detailing the services performed, at the rates set forth in Exhibit “A”.

6.2 No payment made hereunder by the City to the Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by the Consultant of its obligations under this Agreement.

7. INDEPENDENT CONSULTANT

The Consultant is an independent Consultant and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

8. HOLD HARMLESS; INDEMNIFICATION; AND CONSULTANT TOTAL LIABILITY

8.1 The Parties agree that the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect the City as set forth herein.

8.2 To the full extent permitted by law, the Consultant shall indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Consultant or any of its officers, employees, servants, agents, or subConsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of the City’s choice.

8.3 The City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from the Consultant as a result of the Consultant’s failure to pay the City promptly any indemnification arising under this Section 8 and related to the Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

8.4 The obligations of the Consultant under this Section 8 will not be limited by the provisions of any workers’ compensation act or similar act. The Consultant
expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

8.5 The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subConsultant or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement. In the event the Consultant fails to obtain such indemnity obligations from others as required herein, the Consultant agrees to be fully responsible and indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subConsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of the City’s choice.

8.6 The City does not, and shall not, waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

8.7 PERS ELIGIBILITY INDEMNITY. In the event that the Consultant or any employee, agent, or subConsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, the Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of the Consultant or its employees, agents, or subConsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8.8 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the Consultant and any of its employees, agents, and subConsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

9. INSURANCE
9.1 The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:
**Commercial General Liability**
- Each Occurrence $1,000,000
- Per Project General Aggregate $2,000,000
- Including Products/Completed Operations; Contractual Liability/Independent Consultants; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

**Commercial Automobile Liability**
- Combined Single Limit per Accident for Bodily Injury and Property Damage $1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

**Workers Compensation**
- As Required by the State of California Statutory Limits

**Employers’ Liability**
- Each Accident $1,000,000
- Bodily Injury by Disease $1,000,000
- Each Employee $1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

9.2 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

9.3 Professional liability and/or cyber insurance written on a “claims made” basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover the Consultant for all claims made by the City insured entities arising out of any acts or omissions of the Consultant or its officers, employees, or agents during the time this Agreement was in effect.

9.4 Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
9.5 All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

The Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days’ prior written notice (10 days’ written notice for non-payment) to the City of Pico Rivera.

(2) List in the “Descriptions of Operations/Locations/Vehicles” section:

The City of Pico Rivera, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:
The City of Pico Rivera, 6615 Passons Blvd, Pico Rivera, CA 90660

10. RESOLUTION OF DISPUTES

10.1 Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

10.2 If the parties cannot resolve the dispute through good faith negotiations, either Party may give "Notice of Dispute" to the other Party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the Parties shall first attempt to resolve any disputes by mediation. The Parties shall agree on a single mediator. Mediation shall be conducted in a mutually acceptable location in California. Each Party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the Parties.

If the dispute has not been resolved by mediation within forty-five (45) days after Notice of Dispute, or the parties are unable to agree to a mediator, within fifteen (15) days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.
10.3 If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

11. **OWNERSHIP OF DOCUMENTS**

All plans, specifications, reports, studies, maps and other documents prepared or obtained by the Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City except that any software, code and computer programs are proprietary to and intellectual property of Consultant and shall be retained by Consultant with no ownership right or license to City. Basic sketches, charts, and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. However, the provision of such information shall not impute an ownership right by the City.

12. **DATA PROVIDED TO CONSULTANT**

The City shall provide to the Consultant, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in each Task Order.

13. **NOTICES**

All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither Party to this Agreement shall refuse to accept such mail; Parties to this Agreement shall promptly inform the other Party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY  
City of Pico Rivera  
Attn: Steve Carmona  
6615 Passons Blvd, Pico Rivera, CA 90660  
Pico Rivera, California 93534

CONSULTANT  
TerraVerde Energy LLC  
Attn: David Burdick  
1100 Larkspur Landing Circle, Suite 275  
Larkspur, CA 94939

14. **TERMINATION**

14.1 For Convenience. After the completion of Task 1.B as defined in Exhibit A, either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the
effective date thereof. In the event of termination of this Agreement, the Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

14.2 For Cause. If either Party fails to perform the Services called for by this Agreement, fails to make progress as to endanger performance of this Agreement in accordance with its terms, or fails to pay any outstanding invoice within forty-five (45) days, the breaching Party shall correct such failure within ten (10) days (or such longer period that the non-breaching Party may authorize in writing) after receipt of notice from the non-breaching Party specifying such failure. Should the failure not be corrected within this time period, the non-breaching Party may immediately terminate the Agreement by written notice to Consultant.

14.3 In the event of termination, whether for convenience or cause, reports, plans, studies and other documents related to the Services that have been delivered to the City shall become the City’s property to the extent such property is not proprietary to the Consultant.

15. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the performance of this Agreement, the Consultant shall not discriminate against any employee, subConsultant, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. The Consultant will take affirmative action to ensure that subConsultants and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subConsultants for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

16. CONSULTANT’S WARRANTIES AND REPRESENTATIONS

Consultant warrants and represents to the City as follows:

16.1 The Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for the Consultant, to solicit or obtain this Agreement.
16.2 The Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

16.4 The Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of the Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

16.5 Upon the execution of this Agreement, the Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

17. EXHIBITS

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

   Exhibit “A” Scope of Services and Fee Schedule
   Exhibit “B” Mutual Nondisclosure Agreement

18. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and the Consultant.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

20. EFFECTIVE DATE

This Agreement shall become effective as of the date set forth below ("Effective Date") on which the last of the parties, whether the City or the Consultant, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.
“CITY”
CITY OF PICO RIVERA

______________________________ ___________________________________
Steve Carmona, City Manager  Ali Chehrehsaz, CEO
Dated: ________________________    Dated: _____________________________

ATTEST:

___________________________ ___________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM:
EXHIBIT A

SCOPE OF SERVICES
AND FEE SCHEDULE

<table>
<thead>
<tr>
<th>Task Order</th>
<th>Services</th>
<th>Estimated Completion Date</th>
<th>TerraVerde Fee</th>
</tr>
</thead>
</table>
| Task Order 1.A | **Solar & Storage Feasibility Analysis:** A comprehensive analysis of the financial feasibility (cost/benefits) of implementing solar+storage at the following City Facilities, including, a detailed cash flow projection on energy costs savings for each facility:  
  - City Hall – 6615 Passons Blvd  
  - Sheriff’s Station – 6631 Passons  
  - Smith Park – 6016 Rosemead Blvd.  
  - Pico Park – 9528 Beverly Blvd.  
  - Rio Hondo Park – 8421 San Luis Potosi  
  - Youth Center – 4632 Orange St.  
  - Senior Center – 9200 Mines Ave.  
  - Rivera Park – 9530 Shade Ln.  
  - City Yard – 9633 Beverly Blvd.  
  - Recreation Department – 6767 Passons  
  - Birney Tech Academy  
  - Durfee Elementary  
  - Magee Academy of Arts and Sciences  
  - North Ranchito Elementary  
  - Rio Vista Elementary  
  - Rivera Elementary  
  - South Ranchito Dual Language Academy  
  - Valencia Academy of the Arts  
  - North Park Academy of the Arts  
  - Rivera Middle School  
  - STEAM Academy at Burke  
  - Ellen Ochoa Prep Academy  
  - El Rancho High School  
  - Salazar Continuation High School  
  - El Rancho Adult Education Center  
  - Early Learning Program | 8/15/2020 | No Cost |
<table>
<thead>
<tr>
<th>Task Order 1.B</th>
<th><strong>DER Program Design</strong></th>
<th>9/15/2020</th>
<th>$22,500²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i. Calculation of the potential for real-time market, day ahead market and resource adequacy savings resulting from PRIME implementing a virtual power plant consisting of solar+storage distributed energy resources (DER) at City facilities, and other customer solar+storage assets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Identify those specific PRIME customers with load profiles where both the customer would obtain the greatest energy costs savings benefits participating in PRIME’s DER/VPP Program, and PRIME would obtain the greatest VPP benefits.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Order 2</th>
<th><strong>DER Program Deployment &amp; Implementation</strong></th>
<th>7/15/2021 – 7/15/2022</th>
<th>Development fee: 6% of Total Project Cost²³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i. Preparation of program specifications, RFP and contract documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Release and administration of RFP</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Evaluation of RFP responses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. Support with vendor selection &amp; contract negotiation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. Manage vendor compliance with program specifications including customer engagement and project enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>vi. Oversee completion of projects including punch list completion, utility permission to operate, and DER / VPP initiation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: This phase may be completed in stages. For example, upon completion of City Facilities financial feasibility analysis (Phase 1), the city may choose to move immediately into “Project Procurement and Implementation”, while PRIME DER/VPP customer participant projects may move into the procurement and implementation phase at a later date.

<table>
<thead>
<tr>
<th>Task Order 3</th>
<th><strong>Customer Engagement:</strong> Partner with program vendor(s) in engaging “high potential” customers identified in Task Order 1.B and securing program participation agreements.</th>
<th>TBD based on program scope and timeline</th>
<th>TBD based on program scope²</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Task Order 4</th>
<th><strong>Program Administration:</strong> DER Program Management and Reporting, including:</th>
<th>TBD based on program scope and timeline</th>
<th>TBD based on program scope</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i. Weekly standing meetings with vendors managing performance along defined program specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Quarterly reporting to PRIME on program,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1 Schedules are estimated based on assumption that Task Order 1 (inclusive of Tasks 1A, 1B, and 1C) is executed by May 15, 2020

2 These fees are eligible to be reimbursed to PRIME through program capital financing structure

3 Consultants Development fee not to exceed (NTE) the following amounts

<table>
<thead>
<tr>
<th>Total Project Costs</th>
<th>Development NTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $5 Million</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Up to $10 Million</td>
<td>$600,000.00</td>
</tr>
<tr>
<td>Up to $15 Million</td>
<td>$900,000.00</td>
</tr>
</tbody>
</table>
EXHIBIT B

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into as of ______________, 2020 (the “Effective Date”), by and between the City of Pico Rivera, a California municipal corporation (the “City”) and TerraVerde Energy LLC, a Delaware limited liability company (the “Consultant”), (each a “Party” and collectively the “Parties”), under the following circumstances:

RECITALS

WHEREAS, the Parties hereto intend to enter into confidential discussions regarding a possible business relationship or investment

PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (PRIME) DISTRIBUTED ENERGY RESOURCE PROJECT MANAGEMENT (the “Proposed Transaction”); and

WHEREAS, in connection with the Proposed Transaction, the City may provide confidential and proprietary information and data concerning Pico Rivera Innovative Municipal Energy (“PRIME”), its Community Choice Aggregator program (“Pico Rivera CCA” or “PRCCA”), including but not limited customer information and market sensitive data (“PRIME Confidential Information”), to the Consultant, and each Party may provide confidential information of such Party to the other Party (collectively, “Confidential Information,” as defined herein); and

WHEREAS, each of the Parties desires that any Confidential Information that may be provided by it or on its behalf to the other Party, or any of their respective Authorized Persons as defined herein, will be kept confidential by the other Party and their Authorized Persons; and

WHEREAS, the City desires and the Consultant agrees that any PRIME Confidential Information that may be provided by the City to Consultant or any of its Authorized Persons, shall be kept confidential by the Consultant and its Authorized Persons, in accordance with this Agreement and solely for the purposes set forth in “Professional Services Agreement” attached hereto as “Agreement No. ___” and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Authorized Persons” means the elected officials, officers, directors, employees, affiliates, legal counsel, accountants, advisors, representatives and other
agents of the Receiving Party or of any of its subsidiaries that are utilized in connection with the Receiving Party's internal evaluation regarding whether to enter into the Proposed Transaction with the Disclosing Party.

(b) “Confidential Information” means any and all information, including PRIME Confidential Information, as defined below, regarding the Proposed Transaction which is of a non-public, proprietary, or confidential nature, furnished by or on behalf of either Party (in such capacity, the “Disclosing Party”), to the other Party (in such capacity, the “Receiving Party”) prior to, on or after the Effective Date, and all copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials or other data prepared by or for the Receiving Party which is derived from or contains any Confidential Information, regardless of the manner or form of media in which it is prepared, disseminated, recorded or retained—including oral communications. Except for Confidential Information consisting of “customer data” as defined in Section 1798.98 of the California Civil Code (“CIV”) and “electrical or gas consumption data” as defined in the California Public Utilities Code (“PUC”) Section 8380, the term Confidential Information does not include: (i) information which at the time of disclosure by the Disclosing Party is or subsequently becomes publicly available or otherwise in the public domain other than as a result of disclosure by the Receiving Party or its affiliates or representatives (as such terms are defined below) in violation of this Agreement; (ii) information that was furnished by a third party, as a matter of right without restriction on disclosure, and which was not received directly or indirectly from the Disclosing Party, and which the Disclosing Party is not obligated to keep confidential (iii) information which is independently developed by the Receiving Party or its affiliates without use of Confidential Information in the development of such information; or (iv) information which was already known or otherwise in the possession of the Receiving Party or its affiliates prior to disclosure by the Disclosing Party. As used herein, the term “affiliate” means, with respect to a Party, any person, corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of such Party. The term “representative” means a Party’s or its affiliate’s directors, elected officials, officers, employees, agents, consultants, attorneys, lenders or financial advisors, who are assisting such Party in evaluating the Proposed Transaction.

(c) “PRIME Confidential Information” may include, without limitation, the following information about PRIME Customers: names; addresses; telephone numbers; service agreement numbers; meter and other identification numbers; PRIME-designated account numbers; meter numbers; electricity and gas usage (including monthly usage, maximum demand, electrical or gas consumption data as defined in PUC § 8380, HP load, and other data detailing electricity or gas needs and patterns of usage); billing information (including rate schedule, baseline zone, CARE participation, end code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); payment/deposit status; number of units; and other similar information specific to PRIME customers individually or in the aggregate. PRIME Confidential Information may also include market sensitive data which reveals the cost or volume of energy and energy products contracted under a certain agreement.
(d) “Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party.

(e) “Receiving Party” means the Party in receipt of Confidential Information from the Disclosing Party.

2. **Party Representations.**

(a) Each Party represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms.

(b) Each Party represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the applicable Party.

(c) Each Party confirms its understanding that the information that may be disclosed pursuant to this Agreement is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under this Agreement, and only to the extent permitted under state and federal law, solely for the purposes set forth in Agreement No. ***" and that any other use of the information is prohibited.

(d) Each Party represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth in Agreement No. ***". (PUC § 8380(e)(2))

3. **Confidentiality Obligations.**

(a) The Consultant shall, at all times and in perpetuity, keep Confidential Information consisting of “customer data” as outlined in CIV § 1798.98 and “electrical or gas consumption data” as outlined in PUC § 8380.

(b) The Consultant and any other Receiving Party shall, for five (5) years from the date of disclosure for all other Confidential Information not outlined in CIV § 1798.98 and PUC § 8380 disclosed pursuant to this Agreement, keep Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Receiving Party shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in Agreement No. ***" Specifically, the Receiving Party shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those representatives or affiliates of the Receiving Party who have a “need to know” such Confidential Information in the course of their duties with respect to the purposes set forth in Agreement No. ***" of this Agreement and who agree to be bound
by the nondisclosure and confidentiality obligations of this Agreement or an agreement containing comparable non-use and non-disclosure provisions that will apply to the Confidential Information.

(c) Except as required pursuant to Section 4 of this Agreement, the Receiving Party shall not divulge any such Confidential Information or any information derived therefrom to any third party.

(d) The Receiving Party shall be liable for the actions of, or any disclosure or use by, its representatives or affiliates contrary to this Agreement; however, such liability shall not limit or prevent any actions by the Disclosing Party directly against such representatives or affiliates for improper disclosure and/or use. In no event shall the Receiving Party or its representatives or affiliates take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. The Receiving Party shall immediately notify the Disclosing Party in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by the Receiving Party or any of its representatives or affiliates. However, nothing in this Agreement shall obligate the Disclosing Party to monitor or enforce the Receiving Party’s compliance with the terms of this Agreement.

(e) The Consultant shall comply with the consumer protections set forth in Attachment B to CPUC Decision No. 12-08-045, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference.

(f) The Receiving Party acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to the Disclosing Party and/or its customers, the amount of which may be difficult to assess. Accordingly, the Receiving Party hereby confirms that the Disclosing Party shall be entitled to turn to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance, or such other equitable relief (without posting bond), as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by the Receiving Party or its representatives or affiliates. Such right shall, however, be construed to be in addition to any other remedies available to the Disclosing Party, in law or equity.

(g) In addition to all other remedies, the Receiving Party shall indemnify, defend and hold harmless the Disclosing Party, its elected officials, officers, employees, representatives, agents and/or affiliates from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys’ fees, costs and disbursements) directly attributable to the unauthorized disclosure of Confidential Information by the Receiving Party and/or its representatives or affiliates. Notwithstanding the foregoing, Receiving Party’s total liability under this Agreement shall not exceed the total fees paid to Receiving Party under the terms of that certain Professional Services Agreement dated [ ].

(h) When requested by the Disclosing Party, or upon the decision by either Party or both Parties not to enter into the Proposed Transaction contemplated in this
Agreement, the Receiving Party shall, within ninety (90) days of the receipt of such request, use commercially reasonable efforts to return or destroy (and provide written certification to the Disclosing Party of such destruction) all Confidential Information then in its possession at the request of the Disclosing Party. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

(i) The Receiving Party shall only make such copies of the Confidential Information as are necessary and shall clearly mark “confidential” all such documents.

(j) The Receiving Party shall be responsible for any breaches of this Agreement by any person to whom it discloses Confidential Information as if such breaches were breaches by the Receiving Party.

4. **Legally Required or Compelled Disclosure.** In the event that the Receiving Party or its Representatives are required, in the opinion of its legal counsel, to disclose any of the Confidential Information by applicable law (including, but not limited to, the California Public Records Act (Cal. Govt. Code §6250 et seq.), the Bagley-Keene Open Meeting Act (Cal. Govt. Code §11120 et seq.), the Brown Act (Cal. Govt. Code §54950 et seq.), and the Federal Freedom of Information Act), regulation or legal process, the Receiving Party will promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The Receiving Party will reasonably cooperate with the Disclosing Party to obtain such a protective order, at the sole cost and expense of the Disclosing Party, and, in any event, will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed.

5. **No Warranty.** NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION THAT MAY BE PROVIDED HEREUNDER. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS.”

6. **Ownership and Other Rights.**

   (a) The Parties acknowledge and understand that no Party will acquire any intellectual property rights to Confidential Information disclosed under this Agreement except the limited rights necessary to use the Confidential Information to contemplate the Proposed Transaction.

   (b) The Disclosing Party retains all right, title and interest in and to the Confidential Information and any intellectual property rights, patent and other rights related thereto. No license under any trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of the Confidential Information of this Agreement.
(c) Nothing in this Agreement deprives the Receiving Party of the ownership rights to any information that is not Confidential Information as defined in Section 1 of this Agreement, including, without limitation, the rights to disclose, use, transfer or license such information.

7. **No Commitment; Other Business Activities.**

(a) The Parties’ entry into this Agreement, the exchange of Confidential Information by the Parties, and any discussions relating to the Proposed Transaction, do not separately or together constitute or imply a commitment of the Parties to enter into any business arrangement of any nature whatsoever with the other Party. Further, this Agreement does not require the Disclosing Party to make any payment of any kind to the Receiving Party, nor does it bind the Disclosing Party to enter into any further agreement or arrangement with the Receiving Party.

(b) Nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

8. **Miscellaneous.**

(a) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Rights and obligations under this Agreement shall not be assignable by either Party or their successors or assigns without the prior written consent of the other Parties. This Agreement is not intended to confer any rights or remedies upon any other persons other than the Parties.

(b) **Entire Agreement.** This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

(c) **Amendment and Waiver.** No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver of such right.

(d) **No Agency.** This Agreement does not create any agency or partnership relationship between the Parties.

(e) **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
(f) **Headings.** The headings contained in this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

(g) **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. Any legal action or proceeding arising out of or relating to this Agreement may be instituted in the courts of the State of California and the Parties hereto irrevocably submit to the jurisdiction of each such court in any action of proceeding. The venue for any litigation shall be Los Angeles County, California.

(h) **Negotiated Agreement.** This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.

(i) **Counterparts.** This Agreement may be executed in one or more counterparts, each such executed counterpart being an original instrument but together constituting a single agreement between the Parties.

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

“CITY”

CITY OF PICO RIVERA

______________________________  ___________________________________
Steve Carmona, City Manager  Ali Chehrehsaz, CEO

Dated: ________________________    Dated: _____________________________

Address: 6615 Passons Boulevard   Address: 1100 Larkspur Landing Cir. Suite 275
  Pico Rivera, CA 90660                    Larkspur, CA 94939

ATTEST:  APPROVED AS TO FORM:

___________________________ ___________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney
Attachment A

Rules Regarding Privacy and Security Protections for Energy Usage Data Applicable to Community Choice Aggregators or Electrical Service Providers (when providing service to residential or small commercial customers)

1. DEFINITIONS

(a) **Covered Entity.** A “covered entity” is (1) any Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers), or any third party that provides services to a Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) under contract, (2) any third party who accesses, collects, stores, uses or discloses covered information pursuant to an order of the Commission, unless specifically exempted, who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers) or (3) any third party, when authorized by the customer, that accesses, collects, stores, uses, or discloses covered information relating to 11 or more customers who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers).

(b) **Covered Information.** “Covered information” is any usage information obtained through the use of the capabilities of Advanced Metering Infrastructure when associated with any information that can reasonably be used to identify an individual, family, household, residence, or non-residential customer, except that covered information does not include usage information from which identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified. Covered information, however, does not include information provided to the Commission pursuant to its oversight responsibilities.

(c) **Primary Purposes.** The “primary purposes” for the collection, storage, use or disclosure of covered information are to—

- (1) provide or bill for electrical power or gas,
- (2) provide for system, grid, or operational needs,

---

1 The Commission and its agents, including but not limited to contractors and consultants, are not “covered entities” subject to these rules because the Commission and its agents are subject to separate statutory provisions pertaining to data.
(3) provide services as required by state or federal law or as specifically authorized by an order of the Commission, or

(4) plan, implement, or evaluate demand response, energy management, or energy efficiency programs under contract with a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers), under contract with the Commission, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission.

(e) **Secondary Purpose.** “Secondary purpose” means any purpose that is not a primary purpose.

2. TRANSPARENCY (NOTICE)

(a) **Generally.** Covered entities shall provide customers with meaningful, clear, accurate, specific, and comprehensive notice regarding the accessing, collection, storage, use, and disclosure of covered information. Provided, however, that covered entities using covered data solely for a primary purpose on behalf of and under contract with utilities are not required to provide notice separate from that provided by the utility.

(b) **When Provided.** Covered entities shall provide written notice when confirming a new customer account and at least once a year shall inform customers how they may obtain a copy of the covered entity’s notice regarding the accessing, collection, storage, use, and disclosure of covered information, and shall provide a conspicuous link to the notice on the home page of their website, and shall include a link to their notice in all electronic correspondence to customers.

(c) **Form.** The notice shall be labeled Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information and shall—

   (1) be written in easily understandable language, and

   (2) be no longer than is necessary to convey the requisite information.

(d) **Content.** The notice and the posted privacy policy shall state clearly—

   (1) the identity of the covered entity,

   (2) the effective date of the notice or posted privacy policy,

   (3) the covered entity’s process for altering the notice or posted privacy policy, including how the customer will be informed of any alterations, and where prior versions will be made available to customers, and
(4) the title and contact information, including email address, postal address, and telephone number, of an official at the covered entity who can assist the customer with privacy questions, concerns, or complaints regarding the collection, storage, use, or distribution of covered information.

3. PURPOSE SPECIFICATION
The notice required under section 2 shall provide—
(a) an explicit description of—
(1) each category of covered information collected, used, stored or disclosed by the covered entity, and, for each category of covered information, the reasonably specific purposes for which it will be collected, stored, used, or disclosed,
(2) each category of covered information that is disclosed to third parties, and, for each such category, (i) the purposes for which it is disclosed, and (ii) the categories of third parties to which it is disclosed, and
(3) the identities of those third parties to whom data is disclosed for secondary purposes, and the secondary purposes for which the information is disclosed;
(b) the approximate period of time that covered information will be retained by the covered entity;
(c) a description of—
(1) the means by which customers may view, inquire about, or dispute their covered information, and
(2) the means, if any, by which customers may limit the collection, use, storage or disclosure of covered information and the consequences to customers if they exercise such limits.

4. INDIVIDUAL PARTICIPATION (ACCESS AND CONTROL)
(a) Access. Covered entities shall provide to customers upon request convenient and secure access to their covered information—
(1) in an easily readable format that is at a level no less detailed than that at which the covered entity discloses the data to third parties.
(2) The Commission shall, by subsequent rule, prescribe what is a reasonable time for responding to customer requests for access.
(b) Control. Covered entities shall provide customers with convenient mechanisms for—
(1) granting and revoking authorization for secondary uses of covered information,

(2) disputing the accuracy or completeness of covered information that the covered entity is storing or distributing for any primary or secondary purpose, and

(3) requesting corrections or amendments to covered information that the covered entity is collecting, storing, using, or distributing for any primary or secondary purpose.

(c) Disclosure Pursuant to Legal Process.

(1) Except as otherwise provided in this rule or expressly authorized by state or federal law or by order of the Commission, a covered entity shall not disclose covered information except pursuant to a warrant or other court order naming with specificity the customers whose information is sought. Unless otherwise directed by a court, law, or order of the Commission, covered entities shall treat requests for real-time access to covered information as wiretaps, requiring approval under the federal or state wiretap law as necessary.

(2) Unless otherwise prohibited by court order, law, or order of the Commission, a covered entity, upon receipt of a subpoena for disclosure of covered information pursuant to legal process, shall, prior to complying, notify the customer in writing and allow the customer 7 days to appear and contest the claim of the person or entity seeking disclosure.

(3) Nothing in this rule prevents a person or entity seeking covered information from demanding such information from the customer under any applicable legal procedure or authority.

(4) Nothing in this section prohibits a covered entity from disclosing covered information with the consent of the customer, where the consent is express, in written form, and specific to the purpose and to the person or entity seeking the information.

(5) Nothing in this rule prevents a covered entity from disclosing, in response to a subpoena, the name, address and other contact information regarding a customer.

(6) On an annual basis, covered entities shall report to the Commission the number of demands received for disclosure of customer data pursuant to legal process or pursuant to situations of imminent threat to life or property and the number of customers whose records were disclosed. Upon request of the Commission, covered entities shall report additional information to the Commission on such disclosures. The Commission may make such reports publicly available without
identifying the affected customers, unless making such reports public is prohibited by state or federal law or by order of the Commission.

(d) Disclosure of Information in Situations of Imminent Threat to Life or Property. These rules concerning access, control and disclosure do not apply to information provided to emergency responders in situations involving an imminent threat to life or property. Emergency disclosures, however, remain subject to reporting rule 4(c)(6).

5. DATA MINIMIZATION

(a) Generally. Covered entities shall collect, store, use, and disclose only as much covered information as is reasonably necessary or as authorized by the Commission to accomplish a specific primary purpose identified in the notice required under section 2 or for a specific secondary purpose authorized by the customer.

(b) Data Retention. Covered entities shall maintain covered information only for as long as reasonably necessary or as authorized by the Commission to accomplish a specific primary purpose identified in the notice required under section 2 or for a specific secondary purpose authorized by the customer.

(c) Data Disclosure. Covered entities shall not disclose to any third party more covered information than is reasonably necessary or as authorized by the Commission to carry out on behalf of the covered entity a specific primary purpose identified in the notice required under section 2 or for a specific secondary purpose authorized by the customer.

6. USE AND DISCLOSURE LIMITATION

(a) Generally. Covered information shall be used solely for the purposes specified by the covered entity in accordance with section 3.

(b) Primary Purposes. A Community Choice Aggregator, an Electrical Service Provider (when providing service to residential or small commercial customers), a third party acting under contract with the Commission to provide energy efficiency or energy efficiency evaluation services authorized pursuant to an order or resolution of the Commission, or a governmental entity providing energy efficiency or energy efficiency evaluation services pursuant to an order or resolution of the Commission may access, collect, store and use covered information for primary purposes without customer consent. Other covered entities may collect, store and use covered information only with prior customer consent, except as otherwise provided here.
(c) Disclosures to Third Parties.

(1) Initial Disclosure by a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers). A Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers) may disclose covered information without customer consent to a third party acting under contract with the Commission for the purpose of providing services authorized pursuant to an order or resolution of the Commission or to a governmental entity for the purpose of providing energy efficiency or energy efficiency evaluation services pursuant to an order or resolution of the Commission. A Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers) may disclose covered information to a third party without customer consent

a. when explicitly ordered to do so by the Commission; or

b. for a primary purpose being carried out under contract with and on behalf of the Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) disclosing the data; provided that the covered entity disclosing the data shall, by contract, require the third party to agree to access, collect, store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity itself operates as required under this rule, unless otherwise directed by the Commission.

(2) Subsequent Disclosures. Any entity that receives covered information derived initially from a covered entity may disclose such covered information to another entity without customer consent for a primary purpose, provided that the entity disclosing the covered information shall, by contract, require the entity receiving the covered information to use the covered information only for such primary purpose and to agree to store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity from which the covered information was initially derived operates as required by this rule, unless otherwise directed by the Commission.

(3) Terminating Disclosures to Entities Failing to Comply With Their Privacy Assurances. When a covered entity discloses covered information to a third party under this subsection 6(c), it shall specify by contract, unless otherwise ordered by the Commission, that it shall be considered a material breach if the
third party engages in a pattern or practice of accessing, storing, using or disclosing the covered information in violation of the third party’s contractual obligations to handle the covered information under policies no less protective than those under which the covered entity from which the covered information was initially derived operates in compliance with this rule.

- If a covered entity disclosing covered information for a primary purpose being carried out under contract with and on behalf of the entity disclosing the data finds that a third party contractor to which it disclosed covered information is engaged in a pattern or practice of accessing, storing, using or disclosing covered information in violation of the third party’s contractual obligations related to handling covered information, the disclosing entity shall promptly cease disclosing covered information to such third party.

- If a covered entity disclosing covered information to a Commission-authorized or customer-authorized third party receives a customer complaint about the third party’s misuse of data or other violation of the privacy rules, the disclosing entity shall, upon customer request or at the Commission’s direction, promptly cease disclosing that customer’s information to such third party. The disclosing entity shall notify the Commission of any such complaints or suspected violations.

(4) Nothing in this section shall be construed to impose any liability on a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers) relating to disclosures of information by a third party when i) the Commission orders the provision of covered data to a third party; or ii) a customer authorizes or discloses covered data to a third party entity that is unaffiliated with and has no other business relationship with the Community Choice Aggregator or the Electrical Service Provider (when providing service to residential or small commercial customers). After a secure transfer, the Community Choice Aggregator or the Electrical Service Provider (when providing service to residential or small commercial customers) shall not be responsible for the security of the covered data or its use or misuse by such third party. This limitation on liability does not apply when a utility has acted recklessly.

(d) Secondary Purposes. No covered entity shall use or disclose covered information for any secondary purpose without obtaining the customer’s prior, express, written authorization for each type of
secondary purpose. This authorization is not required when information is—

(1) provided pursuant to a legal process as described in 4(c) above;

(2) provided in situations of imminent threat to life or property as described in 4(d) above; or

(3) authorized by the Commission pursuant to its jurisdiction and control.

(e) Customer Authorization.

(1) Authorization. Separate authorization by each customer must be obtained for all disclosures of covered information except as otherwise provided for herein.

(2) Revocation. Customers have the right to revoke, at any time, any previously granted authorization.

(3) Opportunity to Revoke. The consent of a residential customer shall continue without expiration, but an entity receiving information pursuant to a residential customer’s authorization shall contact the customer, at least annually, to inform the customer of the authorization granted and to provide an opportunity for revocation. The consent of a non-residential customer shall continue in the same way, but an entity receiving information pursuant to a non-residential customer’s authorization shall contact the customer, to inform the customer of the authorization granted and to provide an opportunity for revocation either upon the termination of the contract, or annually if there is no contract.

(f) Parity. Covered entities shall permit customers to cancel authorization for any secondary purpose of their covered information by the same mechanism initially used to grant authorization.

(g) Availability of Aggregated Usage Data. Covered entities shall permit the use of aggregated usage data that is removed of all personally-identifiable information to be used for analysis, reporting or program management provided that the release of that data does not disclose or reveal specific customer information because of the size of the group, rate classification, or nature of the information.

7. DATA QUALITY AND INTEGRITY

Covered entities shall ensure that covered information they collect, store, use, and disclose is reasonably accurate and complete or otherwise compliant with applicable rules and tariffs regarding the quality of energy usage data.
8. DATA SECURITY

(a) Generally. Covered entities shall implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

(b) Notification of Breach. A covered third party shall notify the covered Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) that is the source of the covered data within one week of the detection of a breach. Upon a breach affecting 1,000 or more customers, whether by a covered Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) or by a covered third party, the covered Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) shall notify the Commission’s Executive Director of security breaches of covered information within two weeks of the detection of a breach or within one week of notification by a covered third party of such a breach. Upon request by the Commission, Community Choice Aggregators or Electrical Service Providers (when providing service to residential or small commercial customers) shall notify the Commission’s Executive Director of security breaches of covered information.

(c) Annual Report of Breaches. In addition, Community Choice Aggregators or Electrical Service Providers (when providing service to residential or small commercial customers) shall file an annual report with the Commission’s Executive Director, commencing with the calendar year 2012, that is due within 120 days of the end of the calendar year and notifies the Commission of all security breaches within the calendar year affecting covered information, whether by the covered Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) or by a third party.

9. ACCOUNTABILITY AND AUDITING

(a) Generally. Covered entities shall be accountable for complying with the requirements herein, and must make available to the Commission upon request or audit—

(1) the privacy notices that they provide to customers,

(2) their internal privacy and data security policies,

(3) the categories of agents, contractors and other third parties to which they disclose covered information for a primary purpose, the identities of agents, contractors and
other third parties to which they disclose covered information for a secondary purpose, the purposes for which all such information is disclosed, indicating for each category of disclosure whether it is for a primary purpose or a secondary purpose. (A covered entity shall retain and make available to the Commission upon request information concerning who has received covered information from the covered entity.), and

(4) copies of any secondary-use authorization forms by which the covered party secures customer authorization for secondary uses of covered data.

(b) Customer Complaints. Covered entities shall provide customers with a process for reasonable access to covered information, for correction of inaccurate covered information, and for addressing customer complaints regarding covered information under these rules.

(c) Training. Covered entities shall provide reasonable training to all employees and contractors who use, store or process covered information.

(d) Audits. Each Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) shall conduct an independent audit of its data privacy and security practices in conjunction every three years following 2012 and at other times as required by order of the Commission. The audit shall monitor compliance with data privacy and security commitments, and the Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) shall report the findings to the Commission.

(e) Reporting Requirements. On an annual basis, each Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) shall disclose to the Commission as part of an annual report required by Rule 8.b, the following information:

(1) the number of authorized third parties accessing covered information,

(2) the number of non-compliances with this rule or with contractual provisions required by this rule experienced by the utility, and the number of customers affected by each non-compliance and a detailed description of each non-compliance.