Regular Meeting of the Artesia City Council City Council Chambers 18747 Clarkdale Avenue Artesia, CA 90701 (562) 865-6262

Your may view this meeting live over the internet at https://ca-artesia2.civicplus.com/241/City-Council-Meetings-Video

Monday, October 14, 2024 7:00 p.m.

1. CALL TO ORDER REGULAR MEETING

1A. Call to Order Regular Meeting

2. ROLL CALL

2A. Roll Call

3. INVOCATION

3A. Invocation

- Bishop Lary Carlton, Jesus Christ of Latter Day Saints

4. PLEDGE OF ALLEGIANCE

4A. Pledge of Allegiance

- Miss Artesia, Thalia Manzel

5. PUBLIC COMMENTS

This is the portion of the meeting set aside to invite public comments regarding any matter within the subject matter jurisdiction of the City Council. Public comments may also be submitted by email at publiccomments@cityofartesia.us before 12:00 p.m. on the date of the meeting. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Under the provisions of the Brown Act, the City Council is prohibited from taking action on items that are not listed on the agenda, but may refer the matter to staff or to a subsequent meeting. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

5A. Public Comments

6. COUNCILMEMBER COMMENTS

6A. Councilmember Comments

7. CEREMONIAL PRESENTATIONS - NONE

8. BUSINESS PRESENTATIONS - NONE

9. CONSENT CALENDAR

It is recommended that Items (9A) through (9P) be acted on simultaneously in one vote unless a member of the City Council requests separate discussion and/or action on the item. In the event a member of the City Council requests separate discussion on a Consent Calendar item, or the item is removed from the Consent Calendar to allow for public comments on the item to be read. The City Council will consider that item immediately following approval of the rest of the Consent Calendar.

9A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

- Recommended Action: Waive Reading, by Title Only, of all Ordinances and Resolutions. Said Ordinances and Resolutions Which Appear on the Public Agenda Shall Be Determined to Have Been Read by Title and Further Reading Waived.

9B. City Council Meeting Minutes

Recommended Action: Approve Minutes as Presented for June 10, 2024 - Regular Meeting, August 12, 2024 - Regular Meeting, August 13, 2024 - Special Meeting, August 27, 2024 - Special Meeting, August 28, 2024 - Special Meeting, September 9, 2024 - Regular Meeting.

9C. Accounts Payable Check Register

- Recommended Action: Receive and File.

9D. City Financial Report - August 2024

- Recommended Action: Receive and File.

9E. Second Reading of Ordinance Amending Parking and Boundaries of Old Downtown

 Recommended Action: Conduct Second Reading and Adopt Ordinance No. 24-959, Amending Regulations in Article 11 (Off-Street Parking and Loading) of Chapter 2 of Title 9 (Planning and Zoning) of the Artesia Municipal Code Relating to Parking Spaces Required within the Boundaries of Old Downtown; and

- Make a Determination of Exemption Under CEQA Pursuant to Section 15061(b)(3) of the CEQA Guidelines.

9F. Addition and Cancellation of Regular November Council Meeting

 Recommended Action: Approve the Addition of November 18, 2024 Regular Meeting at 7 p.m. and Cancel the November 11, 2024 Meeting.

9G. Resolution for Flooring Replacement Services Agreement with Shaw Industries

 Recommended Action: Adopt Resolution No. 24-3018, Authorizing the Use of the Omnia Partners Purchasing Program and Approving a Contract to Shaw Contract, Inc. for Flooring Services at the Albert O. Little Community Center; for an Amount Not-To-Exceed \$198,601.95, Authorize the City Manager to Execute on Council's Behalf; and

- Make a Determination of Exemption under CEQA Pursuant to Section 15301(d).

9H. Agreement for Painting Services with South Coast Painters

Recommended Action: Approve an Agreement to South Coast Painters for Painting Services at the Albert O. Little
 Community Center, for an Amount Not-To-Exceed \$55,200, Authorize the City Manager to Execute on Council's Behalf; and

- Make a Determination of Exemption under CEQA Pursuant to Section 15301(d).

91. Purchase and Sale Agreement for Acquisition of Real Property for the A.J. Padelford Park Expansion Project

- Recommended Action: Approve, and Authorize the City Manager to Execute on the Council's Behalf, the Purchase and Sale Agreement Prepared by Overland, Pacific & Cutler, Inc. ("OPC") for Real Property Located at 11936 169th Street in the City of Artesia for a Total Purchase of \$555,000, Plus Relocation Costs Not-To-Exceed of \$155,000, and Closing Costs.

9J. Second Amendment to Professional Services Agreement with Placeworks, Inc.

- Recommended Action: Approve the Second Amendment to the Professional Services Agreement Between the City of Artesia and Placeworks, Inc. for Preparation of the Artesia Downtown Specific Plan for an Amount Not-To-Exceed \$460,785, and Authorize the City Manager to Execute on Council's Behalf.

9K. Award of a Construction Contract for 2024 Citywide Bus Shelters Replacement Project

 Recommended Action: Reject the Bid Submitted by TVR Construction Engineering LLC for the 2024 Citywide Bus Shelters Replacement Project;

— Award a Construction Contract to Excel Paving Co. in the Amount of \$468,976 in Order to Implement the 2024 Citywide Bus Shelters Replacement Project, Authorize the City Manager to Execute the Construction Contract, Along with Making Non-Substantive Revisions to the Construction Contract That Do Not Change the Contract Price for the Project, on Behalf of the City Council; and

- Make a Determination of Exemption Under CEQA Pursuant to Section 15301 of the State CEQA Guidelines.

9L. Professional Service Agreement with Sagecrest Environmental Services for Professional Planning Services

- Recommended Action: Approve the Professional Services Agreement for Professional Planning Services Between the City of Artesia and Sagecrest Planning and Environmental Services for an Amount Not-To-Exceed \$280,000 and Authorize the City Manager to Execute on Council's Behalf.

9M. Resolution in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act

- Recommended Action: Approve Resolution No. 24-3019, A Resolution, in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act.

9N. Resolution of Intention to Set and Hold a Public Hearing to Adopt an Ordinance Granting Franchise Rights to Golden State Water Company

– Recommended Action: Adopt Resolution No. 24-3017, A Resolution of the City Council of the City of Artesia, California, Repealing Resolution No. 24-3012 and Declaring its Intention to Adopt an Ordinance Granting to Golden State Water Company the Right, Privilege, and Franchise to Lay, Maintain, and Use Pipes and Appurtenances for Transmitting and Distributing Water for Any and All Purposes Under, Along, Across, or Upon the Public Streets and Places Within the City of Artesia and Setting the Public Hearing on the Adoption of this Ordinance for November 18, 2024.

90. Resolution for Highway Permit for Temporary Street Closure Requested by DES Hall

– Recommended Action: Adopt Resolution No. 24-3020, Approving a Highway Permit for the Temporary Closure of a Portion of Ashworth Avenue Between Devlin Avenue and Clarkdale Avenue Pursuant to Vehicle Code Section 21101(e) in Connection with the Approval of the Artesia D.E.S. Portuguese Hall - Marching Band Festival Procession to be Held on Saturday, November 9, 2024; and

 Make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines.

9P. Professional Service Agreement with Willdan Engineering for Housing Element and Mixed-Use Overlay Projects

 Recommended Action: Approve a Professional Services Agreement with Willdan Engineering to Complete the Housing Element and Mixed-Use Overlay Projects, for a Not-To-Exceed Amount of \$215,000 and Authorize the City Manager to Execute on Council's Behalf.

10. PUBLIC HEARING - NONE

11. DISCUSSION - NONE

12. CITY MANAGER INFORMATIONAL REPORTING

12A. City Manager Informational Reporting

13. COUNCILMEMBER COMMENTS

This is the time for Councilmembers to report on external boards and committee meetings attended and meetings attended at public expense. Additional general comments, announcements, and requests of staff and/or other issues of concern to Councilmembers may also be presented at this time.

13A. Councilmember Comments

14. ADJOURNMENT

Next Regular City Council Meeting - November 11, 2024

The City of Artesia complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the City Clerk's office at 562-865-6262 at least 72 hours prior to the meeting. Copies of Staff Reports are on file in the Office of the City Clerk and are available for inspection.

CHART CONTRACTOR

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 14, 2024

ITEM NO: 9A.

TO: Mayor and Members of the City Council

- SUBJECT: Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only
- FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Abel Avalos, City Manager

RECOMMENDATION:

It is recommended that the City Council waive reading, by title only, of all ordinances and resolutions. Said ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

BACKGROUND:

California Government Code 36934 allows the legislative body to waive the requirement to read ordinances and titles by the action.

FISCAL IMPACT:

There is no fiscal impact associated with approval of this item.

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9B.

TO:Mayor and Members of the City CouncilSUBJECT:City Council Meeting MinutesFROM:Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Melissa Burke, Interim City Manager

RECOMMENDATION:

It is recommended that the City Council approve minutes as presented for the following City Council meetings:

June 10, 2024 - Regular Meeting August 12, 2024 - Regular Meeting August 13, 2024 - Special Meeting August 27, 2024 - Special Meeting August 28, 2024 - Special Meeting September 9, 2024 - Special Meeting September 9, 2024 - Regular Meeting

BACKGROUND:

The attached action minutes serve as the official record of the City Council meetings, recording the legislative body's decisions, recorded in its motions, actions, and votes, as mandated by Government Code 36814 and 40801.

FISCAL IMPACT:

There is no fiscal impact associated with approval of this item.

Attachments

MINUTES 6.10.2024 Regular.pdf MINUTES 8.12.24 Regular.pdf MINUTES 8.13.24 Special.pdf MINUTES 8.27.24 Special.pdf MINUTES 8.28.24 Special.pdf MINUTES 9.9.24 Special.pdf MINUTES 9.9.24 Regular.pdf

ARTESIA CITY COUNCIL REGULAR MEETING MINUTES MONDAY, JUNE 10, 2024, 7:00 P.M. COUNCIL CHAMBERS, 18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA

CALL TO ORDER

City Clerk Alderete called the meeting to order at 7:00 p.m.

ROLL CALL

Absent: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino Staff Present: City Clerk Alderete

The meeting was adjourned due to a lack of quorum.

ADJOURNMENT

The meeting was adjourned at 7:01 p.m. to the Adjourned Regular City Council meeting on June 17, 2024 in the City Council Chamber, located at 18747 Clarkdale Ave. Artesia, CA 90701.

ARTESIA CITY COUNCIL REGULAR MEETING MINUTES MONDAY, AUGUST 12, 2024, 7:00 P.M. ALBERT O. LITTLE COMMUNITY CENTER 18750 CLARKDALE AVENUE ARTESIA, CA 90701

CALL TO ORDER REGULAR MEETING

Mayor Lima called the meeting to order at 7:01p.m.

ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino.

Staff Present: Interim City Manager Burke, Acting Deputy City Manager/Finance Manager Murguia, City Attorney Nguyen, Public Works Manager Sanchez, Community Development Director Dor, Parks & Recreation Manager Guerra, Planning Manager Kann, Special Projects Manager Lee, and Management Analyst Fajardo.

INVOCATION

Ryan Klement from New Life Community Church delivered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Lima led the pledge of allegiance.

PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email at publiccomments@cityofartesia.us before 12:00 p.m. on the date of the meeting. Bill Zystra and Margaret Saito provided public comments for items not listed on the agenda.

COUNCILMEMBER COMMENTS

Mayor Lima, Mayor Pro Tem Taj, Councilmembers Trevino, Ramoso, and Manalo asked questions and/or provided comments.

CEREMONIAL PRESENTATIONS

A proclamation for National Night Out was accepted by Los Angeles County Sheriff Deputy Tepale. A proclamation for Woman's Equality Day was accepted by Councilmembers Ramoso, and Manalo.

CONSENT CALENDAR (1-17)

A MOTION to approve the Consent Calendar Items 1-17, excluding item(s) 5,9,10,12 13,14 was:

| Moved: Trevino | Seconded: Ramoso |
|--|------------------|
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

1. WAIVING OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: Waive further reading and introduction ordinance(s) and resolution(s), which appear on the agenda, shall be determined to have been read by title and further reading waived.

2. ACCOUNTS PAYABLE CHECK REGISTER Motion: Receive and file this report.

3. CITY FINANCIAL REPORT – JUNE 2024 Motion: Receive and file this report.

4. SECOND READING ORDINANCE NO. 24-954, AMENDING REGULATIONS IN ARTICLE 31 (OPEN SPACE AND RECREATION) OF TITLE 9 (PLANNING AND ZONING) OF THE CITY OF ARTESIA MUNICIPAL CODE RELATING TO USES AND DEVELOPMENT STANDARDS IN THE OPEN SPACE AND RECREATION (OS-R) ZONE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA PURSUANT TO STATE CEQA GUIDELINES SECTION 15061(b)(3)

Motion: Adopt Ordinance No. 24-954

- SECOND READING ORDINANCE NO. 24-956, AUTHORIZING THE LEVY OF SPECIAL TAXES IN A COMMUNITY FACILITIES DISTRICT, INCLUDING CERTAIN ANNEXATION TERRITORY IDENTIFIED AS ANNEXATION NO. 3, INTO CITY OF ARTESIA, COMMUNITY FACILITIES DISTRICT NO. 2017-1 (SERVICES)
 Motion: Adopt Ordinance No. 24-956
- 7. RESOLUTION NO. 24-3007, AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF FULL-CAPTURE SYSTEMS IN CATCH BASINS CITYWIDE WITH G2 CONSTRUCTION, INC. AS COOPERATIVELY BID THROUGH THE COUNTY OF ORANGE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA PURSUANT TO STATE CEQA GUIDELINES, TITLE 14, §§ 15000, ET SEQ. Motion: Adopt Resolution No. 24-3007
- 8. RESOLUTION NO. 24-3008, ADOPTING MUNICIPAL PROGRAM AGREEMENT NO. 2024MP04 FOR THE SAFE, CLEAN WATER PROGRAM BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF ARTESIA, CALIFORNIA

Motion: Adopt Resolution No. 24-3008

11. AFFIRMATION OF PLANNING COMMISSION'S APPROVAL OF CASE NO. 2024-14 REGARDING A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW A RETAIL BUSINESS, A FLOWER SHOP, TO OPERATE IN THE SERVICE AND PROFESSIONAL ZONE AT A PROPERTY LOCATED AT 18021 PIONEER BLVD.

Motion: Affirm the Planning Commission's approval of Case No. 2024-14 and make determination of CEQA exemption.

15. CONTRACT BETWEEN THE CITY OF ARTESIA AND THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD TO PROVIDE A YOUTH AT WORK JOBS PROGRAM

Motion: Approve, and authorize the Interim City Manager to execute on the City Council's behalf: 1) a contract between the City of Artesia and the Southeast Los Angeles County Workforce Development Board (SELACO WDB) to provide a Youth at Work Jobs Program, and 2) enter into amendments for additional funding during the term of the contract that substantially conform to the contract provisions.

16. APPROVAL TO AWARD A PUBLIC WORKS CONTRACT BETWEEN THE CITY OF ARTESIA AND ENVIRONMENTAL RESOURCE IN THE AMOUNT OF \$122,000 FOR THE ARTESIA BOTANICAL GARDEN PROJECT SITE CLEARING OF SIX STRUCTURES, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA, PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15301 AND 15300.2

Motion: Authorize the Interim City Manager to execute, and make necessary administrative amendments to the attached Contract between the City of Artesia and Environmental Resource, Inc. and make determination under CEQA.

17. APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND CHEE SALLETTE ARCHITECTURE OFFICE, INC. IN AN AMOUNT NOT TO EXCEED \$840,859 FOR THE ARTESIA BOTANICAL GARDEN PROJECT DESIGN SERVICES CONSULTANT FOR THE ARTESIA BOTANICAL GARDEN PROJECT AND MAKING A DETERMINATION UNDER CEQA PURSUANT TO STATE CEQA GUIDELINES SECTION 15062(c) (2) AND 15061(b)(3)

Motion: Approve and authorize the Interim City Manager to execute, on their behalf, a Professional Services Agreement between the City of Artesia and Chee Sallette Architecture Office, Inc. and make determination under CEQA.

ITEM(S) PULLED FROM CONSENT CALENDAR (5,9,10,12 13, and14)

5. SECOND READING OF ORDINANCE NO. 24-955, AUTHORIZING THE LEVY OF SPECIAL TAXES IN A COMMUNITY FACILITIES DISTRICT, INCLUDING CERTAIN ANNEXATION TERRITORY IDENTIFIED AS ANNEXATION NO. 2, INTO CITY OF ARTESIA, COMMUNITY FACILITIES DISTRICT NO. 2017-1 (SERVICES)

| Margaret Salto provided public comment. | |
|---|-------------------|
| A MOTION to adopt Ordinance No. 24-955 was: | |
| Moved: Taj | Seconded: Trevino |
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

Margaret Saito provided public comment.

9. AWARD OF A CONSTRUCTION CONTRACT BETWEEN THE CITY OF ARTESIA AND ALL ACE E&C, INC. IN THE AMOUNT OF \$395,530 TO IMPLEMENT THE 2024 HISTORIC DISTRICT RECREATIONAL TRAIL FENCING IMPROVEMENTS

Councilmember Manalo recused herself.

A MOTION to find that the project is exempt under CEQA, and award a Construction Contract to All Ace E&C, Inc. in the amount of \$395,530, and authorize the Interim City Manager to execute the Construction Contract, and to make amendments that do not change the compensation, on their behalf was:

| Moved: Taj | Seconded: Trevino | |
|----------------------------------|-------------------|--|
| AYES: Ramoso, Trevino, Taj, Lima | ABSENT: None | |
| NOES: None | ABSTAIN: Manalo | |
| The motion carried 4-0-0-1 | | |

10. FIRST READING AND INTRODUCTION OF ORDINANCE 24-950, ADDING CHAPTERS TO THE ARTESIA MUNICIPAL CODE RELATING TO PROTECTIONS FOR NEWLY PAVED STREETS, ENCROACHMENT PERMITS AND UNAUTHORIZED WORK IN PUBLIC RIGHT-OF-WAYS, AND MAKING A DETERMINATION OF EXEMPTION FROM CEQA PURSUANT TO STATE GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3), AND 15378(b)(5)

Mayor Lima, Councilmembers Trevino, and Ramoso asked questions and/or provided comments. Julia Emerson provided public comment.

| A MOTION to introduce Ordinance No. 24-950 was: | |
|---|------------------|
| Moved: Taj | Seconded: Ramoso |
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

12. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND HDL COMPANIES FOR CANNABIS MONITORING SERVICES FOR A NOT TO EXCEED AMOUNT OF \$171,000

Interim City Manager Burke provided input. Margaret Saito provided public comment.

| A MOTION to approve professional services agreement between the City of Artesia and HDL companies for cannabis monitoring services was: | |
|--|---------------|
| Moved: Taj Seconded: Manalo | |
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

13. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 24-958, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, ADDING ARTICLE 9 ("SIDEWALK VENDING") TO CHAPTER 2 ("BUSINESS PERMITS AND BUSINESS PERMIT FEES") TITLE 3 ("FINANCE") OF THE ARTESIA MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING

City Attorney Nguyen provided staff report. Mayor Lima, Mayor Pro Tem Taj, Councilmembers Ramoso, and Manalo asked questions and/or provided comments.

| A MOTION to introduce Ordinance No. 24-958 was: | |
|---|-------------------|
| Moved: Ramoso | Seconded: Trevino |
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

14. TRANSMITTAL OF ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023

Acting Deputy City Manager/Finance Manager Murguia provided staff report. Interim City Manager Burke provided input. Councilmembers Trevino, Ramoso, and Manalo asked questions and/or provided comments.

A MOTION to accept the annual comprehensive financial report for fiscal year ending June 30, 2023 was:

| Moved: Trevino | Seconded: Ramoso |
|--|------------------|
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

PUBLIC HEARING

18. RESOLUTION NO. 24-3009, APPROVING THE BUILDING & SAFETY FEE SCHEDULE PER LOS ANGELES COUNTY FEE SCHEDULES, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA APPROVING THE BUILDING & SAFETY FEE SCHEDULE PER LOS ANGELES COUNTY FEE SCHEDULES, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Planning Manager Kann provided staff report with input from Community Development Director Dor. Mayor Lima opened the public hearing. No public comments were provided. Mayor Lima closed the public hearing.

| A MOTION to approve Resolution No. 24-3008 was: | |
|---|------------------|
| Moved: Taj | Seconded: Ramoso |
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | ! |

19. CASE NO. 2024-17 (CUP/DR): FIVE STARS CARWASH, EV CHARGING STATION AND RETAIL/RESTAURANTS AT 11701 SOUTH ST (PC APPROVED 2-1-2 (FONSECA VOTED NO) AND CC AFFIRMATION AUG. 12TH)

Planning Manager Kann provided staff report. Community Development Director Dor, Interim City Manager Burke, and City Attorney Nguyen provided input. Mayor Lima opened the public hearing. Lorelei Bailey and Margaret Saito provided public comments. Mayor Lima closed the public hearing. Mayor Pro Tem Taj requested to hear from the developer. Mayor Lima reopened the public hearing. The developer, Jacob, and architect, Pedron Shukati also provided comments. Mayor Lima closed the public hearing. Mayor Lima closed the public hearing. Mayor Lima closed the public hearing. Mayor Age of the public hearing. Mayor Lima, Mayor Pro Tem Taj, Councilmembers Ramoso, and Manalo asked questions and/or provided comments.

| A MOTION to approve Case No. 2024-17 was: | |
|---|------------------|
| Moved: Ramoso | Seconded: None |
| AYES: None | ABSENT: None |
| NOES: None | ABSTAIN: Trevino |
| The motion failed due to a lack of a second | |

A MOTION to approve the CUP and move the design to the conceptual design committee and bring it back to the next meeting, closing the public hearing for the CUP, but leaving the public hearing open for the design was:

| ficaling open for the deelgh mae. | | |
|-----------------------------------|------------------|--|
| Moved: Taj | Seconded: Lima | |
| AYES: Lima and Taj | ABSENT: None | |
| NOES: Manalo and Ramoso | ABSTAIN: Trevino | |
| The motion failed 2-2-0-1 | · | |

| A MOTION to leave the public hearing open for all items and advance it to a date certain of | |
|--|------------------|
| September 9 th at the Regular City Council Meeting and address the design item in the | |
| Conceptual Development Review Committee before the date certain was: | |
| Moved: Manalo | Seconded: Taj |
| AYES: Manalo, Ramoso, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: Trevino |
| The motion carried 4-0-0-1 | |

Mayor Lima recessed the meeting at 9:17 p.m.

Mayor Lima reconvened the meeting at 9:30 p.m.

DISCUSSION

20. PROFESSIONAL SERVICES AGREEMENT WITH BOA ARCHITECTURE, INCORPORATED FOR ARCHITECTURAL DESIGN SERVICES TO REPURPOSE THE FORMER LIBRARY INTO A PUBLIC SERVICE CENTER IN AN AMOUNT NOT-TO-EXCEED \$67,000

Management Analyst Fajardo provided report on the item. Interim City Manager Burke provided input. Mayor Lima asked questions and/or provided comments.

A MOTION to accept the professional service agreement with BOA Architecture Incorporated was:

| Moved: Manalo | Seconded: Taj |
|--|---------------|
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

21. CANNABIS COMMUNITY BENEFITS GRANT PROGRAM PILOT FUNDING POLICY

Interim City Manager Burke provided staff report. City Attorney Nguyen provided input. Mayor Lima, Mayor Pro Tem Taj, Councilmembers Trevino, Ramoso, and Manalo asked questions and/or provided comments. Councilmember Manalo requested that the Council specify what the funds given to the Chamber of Commerce be utilized for. Jane Chang, Parimal Shah, Payel Sawhney, Leena Montaz, Ross Gile, Mayuri Patel, and Rohini Bedi provided public comments.

A MOTION to allocate 45% of funding to City event programs, 45% to community nonprofits, and 10% to the Artesia Chamber of Commerce with a seat of one of the councilmembers, Councilmember Trevino, to be on the voting board was:

| Moved: Taj | Seconded: Trevino |
|--|-------------------|
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

22. DISCUSSION REGARDING AMENDING THE ARTESIA MUNICIPAL CODE IN RELATION TO SMOKE SHOPS

Interim City Manager Burke provided staff report. Mayor Lima, Councilmembers Trevino, and Manalo asked questions and/or provided comments.

A MOTION to direct staff to come back with a revised ordinance to allow existing smoke shops within the city to move within the city providing they meet all the guidelines and criteria of the proposed near location without any penalties was:

| Moved: Trevino | Seconded: Ramoso |
|--|------------------|
| AYES: Manalo, Ramoso, Trevino, Taj, Lima | ABSENT: None |
| NOES: None | ABSTAIN: None |
| The motion carried 5-0-0-0 | |

CITY MANAGER INFORMATIONAL REPORTING

Interim City Manager Burke provided updates.

COUNCILMEMBER COMMENTS

Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino asked questions and/or provided comments.

Councilmember Ramoso did not attend anything at public expense. Councilmember Ramoso attended two Los Angeles County Vector Control meetings.

Councilmember Manalo did not attend anything at public expense. Councilmember Manalo the Special City Council Meeting regarding the sales tax measure.

Councilmember Trevino did not attend anything at public expense. Councilmember Trevino attended JPIA annual board meeting.

Mayor Pro Tem Taj attended the League of California Cities Los Angeles County Division meeting at public expense. Mayor Pro Tem Taj stated he attended the Special City Council Meeting regarding the sales tax measure.

Mayor Lima did not attend anything at public expense. Mayor Lima showed up in attendance to the Council of Governments meeting, but there was no quorum.

ADJOURNMENT

The meeting was adjourned at 10:58 p.m.

ARTESIA CITY COUNCIL SPECIAL MEETING MINUTES TUESDAY, AUGUST 13, 2024 - 6:30P.M. ALBERT O. LITTLE COMMUNITY CENTER 18750 CLARKDALE AVENUE, ARTESIA, CALIFORNIA

CALL TO ORDER SPECIAL MEETING

Mayor Lima called the meeting to order at 6:32 p.m.

ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino

Staff Present: Interim City Manager Burke, City Clerk Alderete, and City Attorney Nguyen, Acting Deputy City Manager/Finance Manager Murguia, Human Resources Manager Jackson

ANNOUNCEMENT REGARDING PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email to <u>publiccomments@cityofartesia.us</u> by 12:00 p.m. on the date of the meeting. No public comments were provided.

CLOSED SESSION

City Council recessed to discuss the closed session items listed on the agenda at 6:33 p.m.

The City Council will recess to closed session to discuss the following items:

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6 Agency designated representative: Interim City Manager

Employee organization: American Federation of State, City, and Municipal Employees, AFL-CIO, Local 1520, Managers and Supervisors Unit, Council 36

Employee organization: American Federation of State, City, and Municipal Employees, AFL-CIO, Local 1520, General Unit, Council 36

2. PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code section 54

Pursuant to Government Code section 54957 Title: City Manager

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6 Agency designated representative: Mayor Unrepresented employee: City Manager

RECONVENE IN OPEN SESSION

The City Council reconvened in open session.

CLOSED SESSION ANNOUNCEMENT

City Attorney Nguyen reported that there was no reportable action taken.

ADJOURNMENT

Mayor Lima adjourned the special meeting at 8:16 p.m.

ARTESIA CITY COUNCIL SPECIAL MEETING MINUTES TUESDAY, AUGUST 27, 2024 - 5:00P.M. ALBERT O. LITTLE COMMUNITY CENTER 18750 CLARKDALE AVENUE, ARTESIA, CALIFORNIA

CALL TO ORDER SPECIAL MEETING

Mayor Lima called the meeting to order at 5:03 p.m.

ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino

Staff Present: Interim City Manager Burke, City Clerk Alderete, and City Attorney Isra Shah

ANNOUNCEMENT REGARDING PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email to <u>publiccomments@cityofartesia.us</u> by 12:00 p.m. on the date of the meeting. No public comments were provided.

CLOSED SESSION

City Council recessed to discuss the closed session items listed on the agenda at 5:05 p.m.

The City Council will recess to closed session to discuss the following items:

- 1. PUBLIC EMPLOYEE APPOINTMENT Title: City Manager
- 2. CONFERENCE WITH LABOR NEGOTIATORS Agency designated representative: Mayor Unrepresented employee: City Manager

RECONVENE IN OPEN SESSION

The City Council reconvened in open session.

CLOSED SESSION ANNOUNCEMENT

City Attorney Shah reported that there was no reportable action taken.

ADJOURNMENT

Mayor Lima adjourned the special meeting at 7:45 p.m.

ARTESIA CITY COUNCIL SPECIAL MEETING MINUTES WEDNESDAY, AUGUST 28, 2024 - 5:00P.M. ALBERT O. LITTLE COMMUNITY CENTER 18750 CLARKDALE AVENUE, ARTESIA, CALIFORNIA

CALL TO ORDER SPECIAL MEETING

Mayor Lima called the meeting to order at 5:03 p.m.

ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino

Staff Present: Interim City Manager Burke, City Clerk Alderete, and City Attorney Nguyen

ANNOUNCEMENT REGARDING PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email to <u>publiccomments@cityofartesia.us</u> by 12:00 p.m. on the date of the meeting. No public comments were provided.

CLOSED SESSION

City Council recessed to discuss the closed session items listed on the agenda at 5:04 p.m.

The City Council will recess to closed session to discuss the following items:

- 1. PUBLIC EMPLOYEE APPOINTMENT Title: City Manager
- 2. CONFERENCE WITH LABOR NEGOTIATORS Agency designated representative: Mayor Unrepresented employee: City Manager

RECONVENE IN OPEN SESSION

The City Council reconvened in open session.

CLOSED SESSION ANNOUNCEMENT

City Attorney Nguyen reported that there was no reportable action taken.

ADJOURNMENT

Mayor Lima adjourned the special meeting at 8:52 p.m.

Artesia City Council Special Meeting Minutes Monday, September 9, 2024 - 6:00 P.M. City Council Chambers 18747 Clarkdale Avenue Artesia, CA 90701

- 1. CALL TO ORDER SPECIAL MEETING Mayor Lima called the meeting to order at 6:00 p.m.
- 2. ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino.

Staff Present: Interim City Manager Burke, Acting Deputy City Manager/Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, and Management Analyst Fajardo.

3. PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email to <u>publiccomments@cityofartesia.us</u> by 12:00 p.m. on the date of the meeting. No public comments were provided.

 RECESS TO CLOSED SESSION City Council recessed to discuss the closed session items listed on the agenda at 6:01 p.m.

The City Council will recess to closed session to discuss the following items:

- 4A. A Public Employee Appointment Pursuant to Government Code section 54957 Title: City Manager
- 4B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6 Agency designated representative: Mayor Unrepresented employee: City Manager
- 4C. Liability Claim
 Pursuant to Government Code section 54956.95
 Claimant: William A. Rawlings, Jr.
 Agency claimed against: City of Artesia
 The above-referenced claim is on file with the City Clerk and available for inspection upon request
- 5. RECONVENE IN OPEN SESSION Mayor Lima called the meeting to order at 6:00 p.m.
- CLOSED SESSION ANNOUNCEMENT City Attorney Nguyen reported that items 4A and 4B were considered in closed session; City Council closed on terms with the City Manager candidate Abel Avalos, which would be heard under item 11A. during the Regular City Council Meeting.
- ADJOURNMENT Mayor Lima adjourned the special meeting at 7:02 p.m.

Artesia City Council Regular Meeting Minutes Monday, September 9, 2024 - 7:00 P.M. City Council Chambers 18747 Clarkdale Avenue, Artesia, CA 90701

- 1. CALL TO ORDER REGULAR MEETING Mayor Lima called the meeting to order at 7:11 p.m.
- 2. ROLL CALL

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino.

Staff Present: Interim City Manager Burke, Acting Deputy City Manager/Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Public Works Manager Sanchez, Community Development Director Dor, Parks and Recreation Manager Guerra, Special Projects Manager Lee, and Management Analyst Fajardo.

- 3. INVOCATION Pastor Juno Smalley from New Life Community Church delivered the invocation.
- 4. PLEDGE OF ALLEGIANCE Miss Artesia, Savanna Sousa led the pledge of allegiance.
- 5. PUBLIC COMMENTS
 - 5A. Public comments could be provided, in person or submitted by email to <u>publiccomments@cityofartesia.us</u> by 12:00 p.m. on the date of the meeting. Lorelei Bailey and Margaret Saito provided public comments for items not listed on the agenda.
- COUNCILMEMBER COMMENTS Mayor Lima, Mayor Pro Tem Taj, Councilmembers Trevino, Ramoso, and Manalo asked questions and/or provided comments.
- 7. CEREMONIAL PRESENTATIONS
 - 7A. Congresswoman Michelle Steel's Seniors of Distinction Award A Senior of Distinction Award was accepted by Betty Lou Ormande.
 - 7B. National Preparedness Month A proclamation for National Preparedness Month was accepted by Commissioners Lou Trerolola and Paul De Medeiros.
 - 7C. National Hispanic American Heritage Month A proclamation for National Hispanic Heritage Month was presented by the Council.
 - 7D. Presentation of Portraits to the 2024 Miss Artesia Court Portraits to the 2024 Miss Artesia Court were presented by Linda Gonzales to Miss Artesia Teen Princess Miranda Cadena, Miss Artesia Teen Princess Savanna Sousa, Miss Artesia Teen Princess Hannah L. Cadena, Miss Artesia Princess Jhanvi Karla, Miss Artesia Princess Ashley Hernandez, and Miss Artesia Candace Mitchell.
- 8. BUSINESS PRESENTATIONS

8A. International Street Fair & Diversity Festival Update

Parks & Recreation Manager Guerra provided updates. Mayor Lima, Mayor Pro Tem Taj, Councilmembers Trevino, Ramoso, and Manalo asked questions and/or provided comments

9. CONSENT CALENDAR

Taj moved, seconded by Trevino, to approve consent calendar items 9A-9J (excluding item 9K) Motion carried 5.0

Motion carried, 5-0

9A. Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

Recommended Action: Waive reading, by title only, of all ordinances and resolutions. Said ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

9B. City Council Meeting Minutes

Recommended Action: Approve minutes as presented for June 17, 2024 - Regular Meeting, July 1, 2024 - Special Meeting (open session), July 29, 2024 - Special Meeting (open session)

9C. Accounts Payable Check Register Recommended Action: Receive and file.

9D. City Financial Report - July 2024 Recommended Action: Receive and file.

9E. Second Reading of Ordinance for Newly Paved Street Protections Recommended Action: Conduct Second Reading and Adopt Ordinance No. 24-950, Adding Chapters to the Artesia Municipal Code Relating to Protections for Newly Paved Streets, Encroachment Permits and Unauthorized Work in Public Right-of-Ways, and Making a Determination of Exemption from CEQA Pursuant to State Guidelines Sections 15060(c)(2), 15061(b)(3) and 15378(b)(5)

9F. Second Reading of Ordinance for Sidewalk Vending Regulations Recommended Action: Conduct Second Reading and Adopt Ordinance No. 24-958, Adding Article 9 ("Sidewalk Vending") to Chapter 2 ("Business Permits and Business Permit Fees") Title 3 ("Finance") of the Artesia Municipal Code, Imposing Regulations on Sidewalk Vending

9G. Resolution for Agreement for the Artesia Climate Ready: A Pathway to Climate Action and Adaptation Program

Recommended Action: Adopt Resolution No. 24-3015, Authorizing the City Manager to Execute Agreements With the California Department of Transportation for the Artesia Climate Ready: A Pathway to Climate Action and Adaptation Program

9H. Resolution of Intention to Set and Hold a Public Hearing to Adopt an Ordinance Granting Franchise Rights to Golden State Water Company

Recommended Action: Adopt Resolution No. 24-3012, Declaring its Intention to Adopt an

Ordinance Granting to Golden State Water Company the Right, Privilege, and Franchise to Lay, Maintain, and Use Pipes and Appurtenances for Transmitting and Distributing Water for Any and All Purposes Under, Along, Across, or Upon the Public Streets and Places Within the City of Artesia and Setting the Public Hearing on the Adoption of this Ordinance for October 14, 2024

9I. Resolution for Highway Permit for Temporary Street Closure

Recommended Action: Adopt Resolution No. 24-3011, Approving a Highway Permit for the Temporary Closure of a Portion of Ashworth Avenue Between Devlin Avenue and Clarkdale Avenue Pursuant to Vehicle Code Section 21101(e) in Connection with the Approval of the Artesia D.E.S. Portuguese Hall - Popular Saints Festival Procession to be Held on Saturday, September 21, 2024; and make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines.

9J. Resolution for Highway Permit for Temporary Street Closure

Recommended Action: Adopt Resolution No. 24-3013, Approving a Highway Permit for the Temporary Closure of Various City Streets, Pursuant to Vehicle Code Section 21101(e) in Connection with the Artesia 65th Anniversary 5k Run/Walk to be Held on Saturday, November 16, 2024; and make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines.

ITEM(S) PULLED FROM THE CONSENT CALENDAR (9K)

9K. Resolution to Amend Unrepresented Management Émployees' Medical Benefits Recommended Action: Adopt Resolution No. 24-3014, Amending Resolution No. 22-2902, Regarding Unrepresented Management Employees' Medical Benefits City Attorney Nguyen provided staff report. Councilmember Ramoso asked questions and/or provided comments.

Ramoso moved, seconded by Manalo, to approve agenda item 9K, as recommended. Motion carried, 5-0

10. PUBLIC HEARING

10A. Introduction and First Reading of Ordinance Amending Parking and Boundaries of Old Downtown

Recommended Action: Open and conduct a public hearing; conduct first reading and introduce Ordinance No. 24-959, amending regulations in article 11 (off-street parking and loading) of chapter 2 of title 9 (planning and zoning) of the Artesia Municipal Code Relating to Parking Spaces Required within the Boundaries of Old Downtown; and make a determination of exemption under CEQA pursuant to section 15061(b)(3) of the CEQA guidelines.

Community Development Director Dor provided staff report. Mayor Lima opened the public hearing. No public comments were provided. Mayor Lima closed the public hearing. Mayor Lima, Mayor Pro Tem Taj, and Councilmember Trevino asked questions and/or provided comments.

Taj moved, seconded by Trevino, to approve item 10A, as recommended. Motion carried, 5-0

10B. Continued Public Hearing from August 12, 2024 City Council Meeting, Planning Case 2024-17 - Request Dong Ah Development Inc.

Recommended Action: Continue public hearing from the August 12, 2024 Regular

City Council Meeting; and adopt Resolution No. 24-3010, drive-through carwash with self-service vacuum stations, 2) Design review for a two story commercial retail building and an automated drive through carwash with electric vehicle charging stations, 3) Design review for a comprehensive sign program, and 4) Lot merger for the subject property located at 11701 South Street within the commercial general (C-G) zone and determining the project categorically exempt from CEQA Pursuant to CEQA guideline section 15332, C32 in-fill development projects (Case No. 2024-17)

Community Development Dor provided staff report. Mayor Lima opened the public hearing. Lorelei Bailey provided public comment. Mayor Lima closed the public hearing. Mayor Lima asked questions and/ or provided comments.

Ramoso moved, seconded by Taj, to approve item 10B, as recommended. Motion carried, 4-0-1 (Abstained: Trevino)

11. DISCUSSION

11A. Appointment of Abel Avalos as City Manager Recommended Action: Adopt Resolution No. 24-3016, appointing Abel Avalos as City Manager and approving an employment agreement City Attorney Nguyen provided staff report. Mayor Lima, Mayor Pro Tem Taj, Councilmembers Trevino, Ramoso, and Manalo thanked Appointed City Manager Abel Avalos for joining the city. Appointed City Manager Abel Avalos thanked the Council for the opportunity.

Manalo moved, seconded by Taj, to approve item 11A, as recommended. Motion carried, 5-0

12. CITY MANAGER INFORMATIONAL REPORTING Interim City Manager Burke provided updates.

13. COUNCILMEMBER COMMENTS

Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino asked questions and/or provided comments.

Councilmember Ramoso did not attend any public meetings at public expense.

Councilmember Manalo did not attend public meetings at public expense. Councilmember Manalo attended the Conceptual Development Review Committee Meeting, and noted she will be attending the Contracts Cities Legislative Committee meeting.

Councilmember Trevino attended a conference on Catalina Island for the Council of Governments at public expense.

Mayor Pro Tem Taj traveled to Sacramento as part of an advocacy group with Los Angeles County Supervisor Janice Hahn for the Southeast Gateway Line.

Mayor Lima did not attend the Council of Governments meeting.

14. ADJOURNMENT

The meeting was adjourned at 9:04 p.m.

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9C.

TO:Mayor and Members of the City CouncilSUBJECT:Accounts Payable Check RegisterFROM:Jamie Murguia, Finance ManagerREVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Abel Avalos, City Manager

RECOMMENDATION:

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

BACKGROUND:

The attached demands summary (accounts payable checks) is a list of all checks issued by the City of Artesia from September 1, 2024 through September 30, 2024.

Prior to printing each check, payment requests are approved by the department manager, Finance Manager, and City Manager. Once payment requests have been approved, a batch for disbursement is processed by the Senior Accountant, and approved by the Finance Manager. Each check is printed with its invoice detail, then signed by the City Manager and Mayor.

FISCAL IMPACT:

There is no fiscal impact associated with approval of this item.

RECOMMENDED COUNCIL ACTION:

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

Attachments

2024 September Demands.pdf

City of Artesia September 2024 Check Register

| Date | Transaction # Description | Transaction Type | Post Date Due Date | Transaction Payment # Amount | Payment Date | Amount Paid |
|-------------|---|------------------------|--|---------------------------------|--------------|-------------|
| ABC Unified | d School District | | | | | |
| 09/10/2024 | 350 24/07 Summer Food | Invoice | 09/10/2024 09/10/2024 | \$2,064.52 85323 | 09/10/2024 | \$2,064.52 |
| | | Totals for ABC Unified | | \$2,064.52 | — | \$2,064.52 |
| | STRICT COUNCIL 36 | Invoice | 00/10/2024 | | 00/10/2024 | ¢725.60 |
| 09/10/2024 | 09062024 Union Dues, Payroll | Invoice | 09/10/2024 09/10/2024 | \$735.69 85324 | 09/10/2024 | \$735.69 |
| 09/24/2024 | 09202024 Union dues 09/20/2024 | Invoice | 09/24/2024 | \$734.06 85380 | 09/24/2024 | \$734.06 |
| | | ls for AFSCME DISTRI | | \$1,469.75 | _ | \$1,469.75 |
| | WN & GARDEN CENTER INC | | | | | |
| 09/24/2024 | 44349 | Invoice | 09/24/2024 | \$22.77 85381 | 09/24/2024 | \$22.77 |
| 09/24/2024 | Power Trim Edger Wheels 45957 | Invoice | 09/24/2024 09/24/2024 | \$1,204.13 85381 | 09/24/2024 | \$1,204.13 |
| | Repair of Toro Ground Totals for Al | AN'S LAWN & GARDI | 09/24/2024 EN CENTER INC [.] | \$1,226.90 | — | \$1,226.90 |
| ALL CITY M | ANAGEMENT SERVICES | | | + · , · · · · · | | + , |
| 09/10/2024 | 94837 8/4 - 8/17/24 Crossing | Invoice | 09/10/2024 09/10/2024 | \$6,501.58 85325 | 09/10/2024 | \$6,501.58 |
| 09/17/2024 | 95114 8/18 - 8/31/24 Crossing | Invoice | 09/17/2024 | \$13,024.00 85348 | 09/17/2024 | \$13,024.00 |
| AMERITAS | | or ALL CITY MANAGE | | \$19,525.58 | _ | \$19,525.58 |
| 09/12/2024 | SEPT2024 | Invoice | 09/12/2024 | \$3,201.48 41051 | 09/24/2024 | \$3,201.48 |
| 09/12/2024 | 24/09 PPO Dental SEPT2024 | Invoice | 09/12/2024 09/12/2024 | \$264.75 41051 | 09/24/2024 | \$264.75 |
| | 24/09 HMO Dental Totals for | r AMERITAS LIFE INSU | 09/12/2024 IRANCE GROUP: | \$3,466.23 | _ | \$3,466.23 |
| AMIN FAZA | LBHOY | | | | | |
| 09/24/2024 | 7791962 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85382 | 09/24/2024 | \$150.00 |
| | | Totals for AM | IN FAZALBHOY: | \$150.00 | | \$150.00 |
| 09/24/2024 | 77920004 | Invoice | 09/24/2024 | \$150.00 85383 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | Totals for ANOKSH | 09/24/2024 | \$150.00 | — | ¢150.00 |
| ARSHAD H | AI | Totals for ANOKSH | I COLLECTIONS. | \$120.00 | | \$150.00 |
| 09/24/2024 | 77919576 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85384 | 09/24/2024 | \$150.00 |
| | RE AND SERVICE | Totals f | or ARSHAD HAI: | \$150.00 | _ | \$150.00 |
| 09/24/2024 | INV027023 | Invoice | 09/24/2024 | \$567.99 85385 | 09/24/2024 | \$567.99 |
| | PW Truck - Installed | Totals for ARTESIA TIR | 09/24/2024 E AND SERVICE: | \$567.99 | _ | \$567.99 |
| | SPECIALIST | | | | | |
| 09/24/2024 | 050744 Purchased (50) Delineators | Invoice | 09/24/2024 09/24/2024 | \$1,249.56 85386 | 09/24/2024 | \$1,249.56 |
| BEE BUSTE | | Totals for BC TRA | | \$1,249.56 | _ | \$1,249.56 |
| 09/04/2024 | 150546 | Invoice | 09/04/2024 | \$185.00 85301 | 09/04/2024 | \$185.00 |
| | Wasp Removal | Totals for Bl | 09/04/2024 | \$185.00 | _ | \$185.00 |
| BEST BEST | & KRIEGER LLP | | | , | | 4.00.00 |
| 09/01/2024 | 995576 | Invoice | 09/01/2024 | \$1,943.20 85302 | 09/04/2024 | \$1,943.20 |
| 09/01/2024 | 24/04 Application 1001498 24/06 Application Reimbursable | Invoice | 09/01/2024 09/01/2024 09/01/2024 | \$2,273.40 85302 | 09/04/2024 | \$2,273.40 |

| 09/01/2024 | 998844 | Invoice | 09/01/2024 | \$2,951.55 85302 | 09/04/2024 | \$2,951.55 |
|------------|---|---------|--|------------------|------------|------------|
| 09/01/2024 | 24/05 Application 993885 | Invoice | 09/01/2024 09/01/2024 | \$9,713.37 85302 | 09/04/2024 | \$9,713.37 |
| 09/10/2024 | 24/03 Application 1004049 24/07 Ballot Initiative | Invoice | 09/01/2024 09/10/2024 09/10/2024 | \$447.50 85326 | 09/10/2024 | \$447.50 |
| 09/10/2024 | 1004048 | Invoice | 09/10/2024 | \$432.95 85326 | 09/10/2024 | \$432.95 |
| 09/10/2024 | 24/07 Motel 6 1004042 | Invoice | 09/10/2024 09/10/2024 | \$364.00 85326 | 09/10/2024 | \$364.00 |
| 09/10/2024 | 24/07 Public Works 1004043 | Invoice | 09/10/2024 09/10/2024 | \$264.00 85326 | 09/10/2024 | \$264.00 |
| 09/10/2024 | 24/07 Utilities 1004038 | Invoice | 09/10/2024 09/10/2024 | \$220.00 85326 | 09/10/2024 | \$220.00 |
| 09/10/2024 | 24/07 Administration 1004041 | Invoice | 09/10/2024 09/10/2024 | \$220.00 85326 | 09/10/2024 | \$220.00 |
| , -, - | 24/07 Parks & Recreation | | 09/10/2024 | | | |
| 09/10/2024 | 1004055 24/07 General Litigation | Invoice | 09/10/2024 09/10/2024 | \$177.00 85326 | 09/10/2024 | \$177.00 |
| 09/10/2024 | 1004044 | Invoice | 09/10/2024 | \$152.00 85326 | 09/10/2024 | \$152.00 |
| 09/10/2024 | 24/07 Finance 1004037 | Invoice | 09/10/2024 09/10/2024 | \$770.00 85326 | 09/10/2024 | \$770.00 |
| 09/10/2024 | 24/07 City Manager 1004050 | Invoice | 09/10/2024 09/10/2024 | \$783.50 85326 | 09/10/2024 | \$783.50 |
| 09/10/2024 | 24/07 BBK West Covina 1004046 | Invoice | 09/10/2024 09/10/2024 | \$936.00 85326 | 09/10/2024 | \$936.00 |
| 09/10/2024 | 24/07 Special Projects - 1004040 | Invoice | 09/10/2024 09/10/2024 | \$981.00 85326 | 09/10/2024 | \$981.00 |
| 09/10/2024 | 24/07 City Clerk 1004039 | Invoice | 09/10/2024 09/10/2024 | \$1,628.00 85326 | 09/10/2024 | \$1,628.00 |
| 09/10/2024 | 24/07 Planning 1004052 | Invoice | 09/10/2024 09/10/2024 | \$1,696.00 85326 | 09/10/2024 | \$1,696.00 |
| 09/10/2024 | 24/07 Eminent Domain RE 1004054 | Invoice | 09/10/2024 09/10/2024 | \$1,778.24 85326 | 09/10/2024 | \$1,778.24 |
| 09/10/2024 | 24/07 CFD Annexation - 1004057 | Invoice | 09/10/2024 09/10/2024 | \$1,882.33 85327 | 09/10/2024 | \$1,882.33 |
| 09/10/2024 | 24/07 CFD Annexation - 1004051 | Invoice | 09/10/2024 09/10/2024 | \$2,528.00 85327 | 09/10/2024 | \$2,528.00 |
| 09/10/2024 | 24/07 Economic 1004036 | Invoice | 09/10/2024 09/10/2024 | \$2,912.00 85327 | 09/10/2024 | \$2,912.00 |
| 09/10/2024 | 24/07 City Council Project 1004045 | Invoice | 09/10/2024 09/10/2024 | \$2,925.00 85327 | 09/10/2024 | \$2,925.00 |
| 09/10/2024 | 24/07 Labor/Emplovment 1004056 | Invoice | 09/10/2024 09/10/2024 | \$3,348.60 85327 | 09/10/2024 | \$3,348.60 |
| 09/10/2024 | 24/07 Applicant 1004053 | Invoice | 09/10/2024 09/10/2024 | \$7,054.05 85327 | 09/10/2024 | \$7,054.05 |
| 09/10/2024 | 24/07 Code Enforcement 1004059 | Invoice | 09/10/2024 09/10/2024 | \$7,560.00 85327 | 09/10/2024 | \$7,560.00 |
| | 24/07 Public Records Act | | 09/10/2024 | | | |
| 09/10/2024 | 1004058 24/07 Builders Remedy | Invoice | 09/10/2024 09/10/2024 | \$7,796.70 85327 | 09/10/2024 | \$7,796.70 |
| 09/10/2024 | 1004047 24/07 Catalyst - Artesia LLC | Invoice | 09/10/2024 09/10/2024 | \$8,061.45 85327 | 09/10/2024 | \$8,061.45 |
| 09/24/2024 | 1006367 24/08 Motel 6 | Invoice | 09/24/2024 09/24/2024 | \$3,673.56 85387 | 09/24/2024 | \$3,673.56 |
| 09/24/2024 | 1006373 | Invoice | 09/24/2024 | \$3,968.18 85387 | 09/24/2024 | \$3,968.18 |
| 09/24/2024 | 24/08 Applicant 1006371 24/08 Carda Enforcement | Invoice | 09/24/2024 09/24/2024 | \$4,934.36 85387 | 09/24/2024 | \$4,934.36 |
| 09/24/2024 | 24/08 Code Enforcement 1006375 | Invoice | 09/24/2024 09/24/2024 | \$5,480.00 85387 | 09/24/2024 | \$5,480.00 |
| 09/24/2024 | 24/08 Records Act 1006374 | Invoice | 09/24/2024 09/24/2024 | \$8,886.15 85387 | 09/24/2024 | \$8,886.15 |
| 09/24/2024 | 24/08 Builders Remedy 1006365 | Invoice | 09/24/2024 09/24/2024 | \$408.00 85387 | 09/24/2024 | \$408.00 |
| 09/24/2024 | 24/08 Special Project 1006363 | Invoice | 09/24/2024 09/24/2024 | \$272.00 85387 | 09/24/2024 | \$272.00 |
| | 24/08 Finance | | 09/24/2024 | | | |

| 09/24/2024 | 1006362 | Invoice | 09/24/2024 | \$343.00 85387 | 09/24/2024 | \$343.00 |
|------------|---|--------------------|--|-------------------|----------------|--------------|
| 09/24/2024 | 24/08 Utilities 1006372 | Invoice | 09/24/2024 09/24/2024 | \$254.49 85387 | 09/24/2024 | \$254.49 |
| 09/24/2024 | 24/08 General Litigation 1006369 | Invoice | 09/24/2024 09/24/2024 | \$230.00 85387 | 09/24/2024 | \$230.00 |
| 05/24/2024 | 24/08 BBK Class 1 Landfill | molec | 09/24/2024 | \$230.00 03307 | 00)24)2024 | \$230.00 |
| 09/24/2024 | 1006357 | Invoice | 09/24/2024 | \$171.50 85387 | 09/24/2024 | \$171.50 |
| 09/24/2024 | 24/08 Administration 1006356 | Invoice | 09/24/2024 09/24/2024 | \$735.00 85387 | 09/24/2024 | \$735.00 |
| 09/24/2024 | 24/08 City Manager 1006370 | Invoice | 09/24/2024 09/24/2024 | \$952.00 85387 | 09/24/2024 | \$952.00 |
| 09/24/2024 | 24/08 Economic 1006360 | Invoice | 09/24/2024 09/24/2024 | \$1,017.50 85387 | 09/24/2024 | \$1,017.50 |
| 09/24/2024 | 24/08 Parks & Recreation 1006359 | Invoice | 09/24/2024 09/24/2024 | \$1,215.46 85387 | 09/24/2024 | \$1,215.46 |
| 09/24/2024 | 24/08 City Clerk 1006361 | Invoice | 09/24/2024 09/24/2024 | \$1,380.00 85388 | 09/24/2024 | \$1,380.00 |
| 09/24/2024 | 24/08 Public Works 1006368 | Invoice | 09/24/2024 09/24/2024 09/24/2024 | \$1.462.00 85388 | 09/24/2024 | \$1,462.00 |
| 03/24/2024 | 24/08 Ballot Initiative | molee | 09/24/2024 | \$1,402.00 05500 | 03/24/2024 | \$1,402.00 |
| 09/24/2024 | 1006358 24/08 Planning | Invoice | 09/24/2024 09/24/2024 | \$1,543.50 85388 | 09/24/2024 | \$1,543.50 |
| 09/24/2024 | 1006364 | Invoice | 09/24/2024 | \$2,108.00 85388 | 09/24/2024 | \$2,108.00 |
| 09/24/2024 | 24/08 Labor/Employment 1006366 | Invoice | 09/24/2024 09/24/2024 | \$2,974.00 85388 | 09/24/2024 | \$2,974.00 |
| 09/24/2024 | 24/08 Catalyst - Artesia LLC 1006355 | - Invoice | 09/24/2024 09/24/2024 | \$5,809.10 85388 | 09/24/2024 | \$5,809.10 |
| | 24/08 City Council Project | Totals for BEST B | 09/24/2024 EST & KRIEGER LLP: | \$119,617.64 | | \$119,617.64 |
| BMI | | | | | | |
| 09/17/2024 | 55103655 | Invoice | 09/17/2024 | \$435.00 85349 | 09/17/2024 | \$435.00 |
| | FY24/25 Copyright License | | 09/17/2024 Totals for BMI: | \$435.00 | | \$435.00 |
| CALE AMER | ICA INC. | | | | | , |
| 09/17/2024 | 181524 | Invoice | 09/17/2024 | \$1,526.16 85350 | 09/17/2024 | \$1,526.16 |
| 09/17/2024 | 24/07 Parking Meter IT 181987 | Invoice | 09/17/2024 09/17/2024 | \$1,526.16 85350 | 09/17/2024 | \$1,526.16 |
| | 24/08 Parking Meter IT | | 09/17/2024 | | | |
| | CONCERNICEION INC | Totals for C | ALE AMERICA INC.: | \$3,052.32 | | \$3,052.32 |
| | | | 00/04/2024 | ¢500.00.05303 | 00/04/2024 | ¢500.00 |
| 09/04/2024 | 09042024 C&D Deposit Refund - | Invoice | 09/04/2024 09/04/2024 | \$500.00 85303 | 09/04/2024 | \$500.00 |
| | - | for CALI CREW CC | INSTRUCTION INC: | \$500.00 | | \$500.00 |
| CALIFORNI | A CLERK ADMINISTRATION | SERVICES, LLC | | | | |
| 09/01/2024 | A-004 | Invoice | 09/01/2024 | \$250.00 85351 | 09/17/2024 | \$250.00 |
| | Transcription of Minutes Totals for CALIFORNIA CLE | RK ADMINISTRAT | 09/01/2024 | \$250.00 | | \$250.00 |
| CALIFORNI | A PEST MANAGEMENT | | ion services, eec. | \$ 2 30.00 | | \$230.00 |
| 09/04/2024 | 230508 24/08 Pest Control | Invoice | 09/04/2024 09/04/2024 | \$134.00 85304 | 09/04/2024 | \$134.00 |
| | | for CALIFORNIA PL | EST MANAGEMENT: | \$134.00 | | \$134.00 |
| CalPers | | | | | | |
| 09/04/2024 | 4203484552-09/2024 24/09 Health Premium | Invoice | 09/04/2024 09/04/2024 | \$62,704.46 41043 | 09/06/2024 | \$62,704.46 |
| | | | Totals for CalPers: | \$62,704.46 | | \$62,704.46 |
| | AMBRANO TORRES | | 00/10/2021 | | 00 // 0 /000 / | ¢.co.co |
| 09/10/2024 | IR-2463 Live Scan Service | Invoice | 09/10/2024 09/10/2024 | \$69.68 85328 | 09/10/2024 | \$69.68 |
| | Tote | als for CARMEN ZA | AMBRANO TORRES: | \$69.68 | | \$69.68 |
| | | | 00/17/2022 | 404004 00000 | 00/17/2022 | A |
| 09/17/2024 | 5031242263 9/20-10/19/24 Sharp | Invoice | 09/17/2024 09/17/2024 | \$943.34 85352 | 09/17/2024 | \$943.34 |
| | · · · · | otals for CELL BUS | INESS EQUIPMENT: | \$943.34 | • | \$943.34 |
| CHRISTINA | NIETO-LINARES | - | - | | | |
| 09/04/2024 | 082824 | Invoice | 09/04/2024 | \$90.09 85305 | 09/04/2024 | \$90.09 |
| | Council Meeting 8/28/24 | | 09/04/2024 | | | · |
| | | | | | | |

| | | otals for CH | HRISTINA NIETO-LINARES: | \$90.09 | | \$90.09 |
|-------------|--|--------------|--|--|--------------|-------------------------|
| CINDY'S JU | IMPERS LLC | | | | | |
| 09/24/2024 | 86958 | Invoice | 09/24/2024 | \$1,248.00 85390 | 09/24/2024 | \$1,248.00 |
| | 2024 Inflatable for | | 09/24/2024 | | | |
| 09/24/2024 | 86971 | Invoice | 09/24/2024 | \$1,295.52 85389 | 09/24/2024 | \$1,295.52 |
| | 2024 Halloween Inflatable | | 09/24/2024 | | | |
| | Games Bouncers | | | | | |
| | | Totals | for CINDY'S JUMPERS LLC: | \$2,543.52 | | \$2,543.52 |
| CINTAS CO | RP | | | | | |
| 09/17/2024 | 4201709392 | Invoice | 09/17/2024 | \$145.96 85353 | 09/17/2024 | \$145.96 |
| , | 24/08 AJ Park Janitorial | | 09/17/2024 | | | |
| 09/17/2024 | 4203158606 | Invoice | 09/17/2024 | \$611.67 85353 | 09/17/2024 | \$611.67 |
| 00,, 202 . | 24/08 Artesia Park Janitorial | | 09/17/2024 | <i>QOI I I OI OII OI OII OI OII OI OI OI OI O</i> | 00, ., 202 . | <i>vo</i> i noi |
| | | 1 | Totals for CINTAS CORP: | \$757.63 | | \$757.63 |
| CITY OF BR | EA | | | <i><i><i></i></i></i> | | <i><i><i></i></i></i> |
| 09/04/2024 | ASIT001429 | Invoice | 09/04/2024 | \$6,264.50 85306 | 09/04/2024 | \$6,264.50 |
| 05/04/2024 | | molee | | \$0,20 4 .50 05500 | 03/04/2024 | \$0,20 4 .30 |
| 09/17/2024 | 24/07 IT Service and after ASIT001438 | Invoice | 09/04/2024 09/17/2024 | \$5,880.05 85354 | 09/17/2024 | \$5,880.05 |
| 03/11/2024 | | molee | | \$5,000.05 0555 4 | 03/11/2024 | ψ5,000.05 |
| | 24/08 IT service and after | | 09/17/2024 Totals for CITY OF BREA: | \$12,144.55 | | \$12,144.55 |
| | URES HOMEBUILDING | | TOTALS OF CITT OF BREA. | \$12,144.55 | | \$12,144.55 |
| 09/24/2024 | 09192024 | Invoice | 00/24/2024 | \$796.05 85391 | 09/24/2024 | ¢706.05 |
| 09/24/2024 | | | 09/24/2024 | \$130.02 02231 | 09/24/2024 | \$796.05 |
| | Annexation Deposit Refund | | 09/24/2024 | | | |
| | for 11700 Arkansas | | | +===== | | +=0.6.05 |
| | | for CITY VE | NTURES HOMEBUILDING: | \$796.05 | | \$796.05 |
| CLIFTON B | | | | | | |
| 09/24/2024 | 16018 | Invoice | 09/24/2024 | \$1,240.00 85431 | 09/24/2024 | \$1,240.00 |
| | The Trackless Train for | | 09/24/2024 | | | |
| | | Tot | als for CLIFTON BURNLEY: | \$1,240.00 | | \$1,240.00 |
| COLONIAL | | | | | | |
| 09/04/2024 | 70687030901362 | Invoice | 09/04/2024 | \$2,898.73 41044 | 09/06/2024 | \$2,898.73 |
| | 24/09 Supplemental Ins. | | 09/04/2024 | | | |
| | | | Totals for COLONIAL LIFE: | \$2,898.73 | | \$2,898.73 |
| CR&R, INC | | | | | | |
| 09/01/2024 | FY23/24 | Invoice | 09/01/2024 | \$2,646.12 85355 | 09/17/2024 | \$2,646.12 |
| | FY23/24 Delinquent Solid | | 09/01/2024 | | | |
| | | | Totals for CR&R, INC: | \$2,646.12 | | \$2,646.12 |
| Daniel Heri | nandez | | | | | |
| 09/04/2024 | 0134 | Invoice | 09/04/2024 | \$1,600.00 85307 | 09/04/2024 | \$1,600.00 |
| | Entertainment for ISFDF | | 09/04/2024 | | | |
| | | То | tals for Daniel Hernandez: | \$1,600.00 | | \$1,600.00 |
| DEB'S BOO | KKEEPLUS | | | | | |
| 09/24/2024 | 1786 | Invoice | 09/24/2024 | \$3,131.25 85392 | 09/24/2024 | \$3,131.25 |
| | 24/07 and 24/08 | | 09/24/2024 | | | |
| | Accounting Service | | | | | |
| | | Totals | for DEB'S BOOKKEEPLUS: | \$3,131.25 | | \$3,131.25 |
| DEELU SAP | КОТА | | | | | |
| 09/24/2024 | 77919235 | Invoice | 09/24/2024 | \$150.00 85393 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | | 09/24/2024 | | | |
| | | Т | otals for DEELU SAPKOTA: | \$150.00 | | \$150.00 |
| DOROTHY | HOEKSTRA | | | | | |
| 09/24/2024 | OCT2024 | Invoice | 09/24/2024 | \$170.86 85394 | 09/24/2024 | \$170.86 |
| | 24/10 Medical Premium | | 09/24/2024 | | | |
| | | Totals | for DOROTHY HOEKSTRA: | \$170.86 | | \$170.86 |
| DRACO TU | YOR | | | | | |
| 09/10/2024 | 77513938 | Invoice | 09/10/2024 | \$81.00 85329 | 09/10/2024 | \$81.00 |
| | Flag Football Refund | | 09/10/2024 | | | |
| | | | Totals for DRACO TUYOR: | \$81.00 | | \$81.00 |
| DUNN-EDV | VARDS CORPORATION | | | | | |
| 09/17/2024 | 2074A21092 | Invoice | 09/17/2024 | \$226.57 85356 | 09/17/2024 | \$226.57 |
| | Community Center | | 09/17/2024 | | | |
| | Restrooms - Paint Supplies | | | | | |
| | | or DUNN-E | DWARDS CORPORATION: | \$226.57 | | \$226.57 |
| DUPRE ENT | TERPRISES | | | | | |
| 09/10/2024 | 113589 | Invoice | 09/10/2024 | \$3,529.20 85330 | 09/10/2024 | \$3,529.20 |
| | | | | | | |
| | | | | | | |

| | Electrical Work for AOL | | 09/10/2024 | | | |
|------------------------|--|--------------|---|---------------------------------|---------------|-----------------------------------|
| 09/01/2024 | 113557 | Invoice | 09/01/2024 | \$9,229.59 85330 | 09/10/2024 | \$9,229.59 |
| | Artesia Park - Install LED | | 09/01/2024 | | - | +10 ==0 =0 |
| Enterprise I | FM Trust | Total | s for DUPRE ENTERPRISES: | \$12,758.79 | | \$12,758.79 |
| 09/24/2024 | 480414A-090524 | Invoice | 09/24/2024 | \$5,978.63 41052 | 09/24/2024 | \$5,978.63 |
| | 24/08 Electric Vehicle Lease | | 09/24/2024 | | _ | |
| | | Tot | als for Enterprise FM Trust: | \$5,978.63 | | \$5,978.63 |
| ERNESTO O | | Invision | 00/24/2024 | ¢170.00 00000 | 00/24/2024 | ¢170.00 |
| 09/24/2024 | OCT2024 24/10 Medical Premium | Invoice | 09/24/2024 09/24/2024 | \$170.86 85395 | 09/24/2024 | \$170.86 |
| | | Tota | ls for ERNESTO OLIVARES: | \$170.86 | - | \$170.86 |
| FARIDA HO | SSAIN | | | | | |
| 09/24/2024 | 77920189 | Invoice | 09/24/2024 | \$150.00 85396 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | Te | 09/24/2024 otals for FARIDA HOSSAIN: | \$150.00 | - | \$150.00 |
| FATIMA PA | TEL | 70 | illis joi tanida hossain. | \$150.00 | | \$150.00 |
| 09/24/2024 | 77920231 | Invoice | 09/24/2024 | \$150.00 85397 | 09/24/2024 | \$150.00 |
| | St. Fair Deposit Refund | | 09/24/2024 | | _ | |
| | | | Totals for FATIMA PATEL: | \$150.00 | | \$150.00 |
| 09/03/2024 | ECURITY LIFE INSURANCE CO 166428293 | • Invoice | 09/03/2024 | \$601.71 41045 | 09/06/2024 | \$601.71 |
| 09/03/2024 | 24/09 Vision Coverage | monce | 09/03/2024 | \$001.71 41045 | 03/00/2024 | \$001.71 |
| | | LITY SECU | RITY LIFE INSURANCE CO.: | \$601.71 | - | \$601.71 |
| | OPERATIVE INC. | | | | | |
| 09/17/2024 | 240826 | Invoice | 09/17/2024 | \$9,648.47 85357 | 09/17/2024 | \$9,648.47 |
| | 24/08 Dial-a-Ride Services | Totals for E | 09/17/2024 IESTA COOPERATIVE INC.: | \$9,648.47 | - | \$9,648.47 |
| FISHER INT | EGRATED, INC. | | | 40,010111 | | 40/010111 |
| 09/01/2024 | 2118 | Invoice | 09/01/2024 | \$500.00 85331 | 09/10/2024 | \$500.00 |
| 00 110 1000 1 | 24/06 Video Streaming | | 09/01/2024 | ¢500.00.05004 | 00 (40 (202 4 | <i>t</i> = 00 00 |
| 09/10/2024 | 2129 24/07 Video Streaming | Invoice | 09/10/2024 09/10/2024 | \$500.00 85331 | 09/10/2024 | \$500.00 |
| 09/01/2024 | 24/07 video streaming 2105 | Invoice | 09/01/2024 | \$1,100.00 85331 | 09/10/2024 | \$1,100.00 |
| | 24/05 Video Streaming | | 09/01/2024 | | _ | |
| | | Totals for H | FISHER INTEGRATED, INC.: | \$2,100.00 | | \$2,100.00 |
| 09/01/2024 | FOSTER INC 32674 | Invoice | 09/01/2024 | \$6,500.00 85358 | 09/17/2024 | \$6,500.00 |
| 03/01/2024 | FY22/23 GASB 75 Actuarial | monce | 09/01/2024 | \$0,500.00 05550 | 03/17/2024 | \$0,500.00 |
| | | Totals f | for FOSTER & FOSTER INC: | \$6,500.00 | - | \$6,500.00 |
| | TAX BOARD | | | | | |
| 09/10/2024 | 09.06.2024 | Invoice | 09/10/2024 | \$80.00 85332 | 09/10/2024 | \$80.00 |
| 09/24/2024 | Ericka Jackson, 09/06/2024 09202024 | Invoice | 09/10/2024 09/24/2024 | \$80.00 85398 | 09/24/2024 | \$80.00 |
| ,, | Ericka Jackson, 09/20/2024 | | 09/24/2024 | | | |
| 09/24/2024 | 09/20/2024 | Invoice | 09/24/2024 | \$46.09 85399 | 09/24/2024 | \$46.09 |
| | Rene Trevino - 09/20/2024 | Totals for | | ¢200 00 | - | ¢200.00 |
| FUNKALICI | ous | Totats joi | r FRANCHISE TAX BOARD: | \$206.09 | | \$206.09 |
| 09/04/2024 | 01 | Invoice | 09/04/2024 | \$2,800.00 85308 | 09/04/2024 | \$2,800.00 |
| | Entertainment for ISFDF | | 09/04/2024 | | _ | |
| | | | Totals for FUNKALICIOUS: | \$2,800.00 | | \$2,800.00 |
| GARLAND/ 09/10/2024 | 422785248129 | Invoice | 09/10/2024 | \$544,021.00 85333 | 09/10/2024 | \$544,021.00 |
| 05/10/2024 | Material Allowance - Roof | invoice | 09/10/2024 | \$3 11 ,021.00 05555 | 05/10/2024 | \$ 5 7 7,021.00 |
| | | Total | s for GARLAND/DBS, INC.: | \$544,021.00 | - | \$544,021.00 |
| GENERAL C | | | | 1 · · · · · · | | |
| 09/17/2024 | PG000037330 | Invoice | 09/17/2024 | \$383.00 85359 | 09/17/2024 | \$383.00 |
| | ECode360 Annual | | 09/17/2024 Totals for GENERAL CODE: | \$383.00 | - | \$383.00 |
| GIRISH PAT | TEL | | , | | | , |
| 09/24/2024 | 09192024 | Invoice | 09/24/2024 | \$4,505.22 85400 | 09/24/2024 | \$4,505.22 |
| | Annexation Deposit Refund | | 09/24/2024 | | | |
| | for 11540 187th St Project | | Totals for GIRISH PATEL: | \$4,505.22 | - | \$4,505.22 |
| | | | TOTALS TOT OTAISTI FATEL. | ₽Ţ,JUJ.∠∠ | | ₽┯,೨∪೨.೭೭ |

| GOLDEN ST | ATE WATER COMPANY | | | | | |
|--------------------------|--|--------------------|--|-------------------------------|------------|------------|
| 09/20/2024 | 00552386989-091324 | Invoice | 09/20/2024 | \$490.08 41048 | 09/20/2024 | \$490.08 |
| 09/20/2024 | 24/08 11938 South St 28650044382-090624 | Invoice | 09/20/2024 09/20/2024 | \$233.31 41048 | 09/20/2024 | \$233.31 |
| 09/20/2024 | 24/08 18609 IRR Pioneer 49057935782-091624 | Invoice | 09/20/2024 09/20/2024 | \$267.40 41048 | 09/20/2024 | \$267.40 |
| 09/20/2024 | 24/08 18530 Corby Ave. 13732300002-091724 | Invoice | 09/20/2024 09/20/2024 | \$337.26 41048 | 09/20/2024 | \$337.26 |
| 09/20/2024 | 24/08 11504 Artesia Blvd 80727400006-090624 | Invoice | 09/20/2024 09/20/2024 | \$542.67 41048 | 09/20/2024 | \$542.67 |
| 09/20/2024 | 24/08 11710 South St IRR 43024400004-090624 | Invoice | 09/20/2024 09/20/2024 | \$351.94 41048 | 09/20/2024 | \$351.94 |
| 09/20/2024 | 24/08 11734 IRR Artesia 42732300001-091824 | Invoice | 09/20/2024 09/20/2024 | \$491.33 41048 | 09/20/2024 | \$491.33 |
| 09/20/2024 | 24/08 12034 Artesia IRR 11131392257-091724 | Invoice | 09/20/2024 09/20/2024 | \$395.95 41048 | 09/20/2024 | \$395.95 |
| 09/20/2024 | 24/08 17189 IRR Baber Ave 97259400006-091724 | Invoice | 09/20/2024 09/20/2024 | \$30.67 41048 | 09/20/2024 | \$30.67 |
| 09/20/2024 | 24/08 17202 Alburtis 82177200001-091724 | Invoice | 09/20/2024 09/20/2024 | \$161.86 41048 | 09/20/2024 | \$161.86 |
| 09/20/2024 | 24/08 17203 Corby Ave 87564300009-091724 | Invoice | 09/20/2024 09/20/2024 | \$696.72 41048 | 09/20/2024 | \$696.72 |
| 09/20/2024 | 24/08 17512 IRR Norwalk 79020300004-091724 | Invoice | 09/20/2024 09/20/2024 | \$982.83 41048 | 09/20/2024 | \$982.83 |
| 09/20/2024 | 24/08 17815 Pioneer Blvd 87836872074-091724 | Invoice | 09/20/2024 09/20/2024 | \$240.65 41048 | 09/20/2024 | \$240.65 |
| 09/20/2024 | 24/08 18506 IRR Pioneer 29424300001-090624 24/08 18641 Corby | Invoice | 09/20/2024 09/20/2024 09/20/2024 | \$155.31 41048 | 09/20/2024 | \$155.31 |
| 09/20/2024 | 22743000006-090624 24/08 18644 Alburtis Ave | Invoice | 09/20/2024 09/20/2024 09/20/2024 | \$282.67 41048 | 09/20/2024 | \$282.67 |
| 09/20/2024 | 91743000001-090624 24/08 18747 Clarkdale Ave | Invoice | 09/20/2024 09/20/2024 09/20/2024 | \$408.63 41048 | 09/20/2024 | \$408.63 |
| 09/20/2024 | 02743000008-090624 24/08 18747 Fp Clarkdale | Invoice | 09/20/2024 | \$26.18 41048 | 09/20/2024 | \$26.18 |
| 09/20/2024 | 12743000007-090624 24/08 18750 Clarkdale | Invoice | 09/20/2024 09/20/2024 09/20/2024 | \$520.66 41048 | 09/20/2024 | \$520.66 |
| 09/20/2024 | 85147443411-091324 24/08 18803 Elaine Ave | Invoice | 09/20/2024 | \$393.96 41048 | 09/20/2024 | \$393.96 |
| 09/20/2024 | 63500932239-091624 24/08 Norwalk & South St | Invoice | 09/20/2024 | \$91.25 41048 | 09/20/2024 | \$91.25 |
| 09/20/2024 | 55342200007-090624 24/08 Norwalk Blvd So of | Invoice | 09/20/2024 09/20/2024 | \$249.23 41048 | 09/20/2024 | \$249.23 |
| 09/20/2024 | 91385393847-090624 24/08 17514 Norwalk Blvd | Invoice | 09/20/2024 | \$277.33 41048 | 09/20/2024 | \$277.33 |
| 09/20/2024 | 53533876818-090624 24/08 Droxford St Norwalk | Invoice | 09/20/2024 | \$218.65 41048 | 09/20/2024 | \$218.65 |
| 09/20/2024 | 76772389227-091624 24/08 11504 178th St | Invoice | 09/20/2024 | \$154.52 41048 | 09/20/2024 | \$154.52 |
| | Totals for | r GOLDEN STATE WA | | \$8,001.06 | - | \$8,001.06 |
| GURPRIT SI 09/24/2024 | NGH 77919947 | Invoice | 09/24/2024 | \$150.00 85401 | 09/24/2024 | \$150.00 |
| 0572472024 | St Fair Deposit Refund | | 09/24/2024 GURPRIT SINGH: | \$150.00 | | \$150.00 |
| HDL COREN | N & CONE | , otato for e | | <i><i><i>q</i> 100100</i></i> | | 4.00100 |
| 09/04/2024 | SIN042408 | Invoice | 09/04/2024 | \$234.72 85309 | 09/04/2024 | \$234.72 |
| 09/01/2024 | FY24/25 Data Access City SIN043281 | Invoice | 09/04/2024 09/01/2024 | \$695.00 85402 | 09/24/2024 | \$695.00 |
| | FY23/24 ACFR Statistical | Totals for HDL C | 09/01/2024 COREN & CONE: | \$929.72 | - | \$929.72 |
| | RVICES ASSOCIATION | | | | | |
| 09/17/2024 | 08312425 24/08 Senior Meals | Invoice | 09/17/2024 09/17/2024 | \$1,657.00 85360 | 09/17/2024 | \$1,657.00 |
| | Totals | for HUMAN SERVICES | | \$1,657.00 | - | \$1,657.00 |
| IMPREMED 09/17/2024 | IA 212641024 | Invoice | 09/17/2024 | \$805.00 85361 | 09/17/2024 | \$805.00 |
| 00,11/2024 | | mvoice | <i>33/11/202</i> 7 | 4003.00 03301 | 00,11/2024 | φ005.00 |

| | | | 00 (17 (202) | | | |
|--|---|---|---|--|--|--|
| | Artesia Street Fair Ad | | 09/17/2024 Totals for IMPREMEDIA: | \$805.00 | - | \$805.00 |
| INDRA BAH 09/24/2024 | (SHI 77920463 | Invoice | 00/24/2024 | \$150.00 85403 | 00/24/2024 | \$150.00 |
| 09/24/2024 | St Fair Deposit Refund | monce | 09/24/2024 09/24/2024 | \$150.00 85405 | 09/24/2024 | \$150.00 |
| | · | | Totals for INDRA BAKSHI: | \$150.00 | - | \$150.00 |
| JAMIE MUI 09/17/2024 | 09172024 | Invoice | 09/17/2024 | \$316.46 85362 | 09/17/2024 | \$316.46 |
| 05/11/2024 | Reimbursement for filing | molee | 09/17/2024 | \$310. 4 0 05502 | 03/17/2024 | \$510.40 |
| | | Te | otals for JAMIE MURGUIA: | \$316.46 | — | \$316.46 |
| | UTO SERVICE INC. | | | | | |
| 09/04/2024 | 58373 | Invoice | 09/04/2024 | \$30.00 85310 | 09/04/2024 | \$30.00 |
| 09/04/2024 | 2009 Ford Escape - Flat Tire 58224 | Invoice | 09/04/2024 09/04/2024 | \$30.00 85310 | 09/04/2024 | \$30.00 |
| 00,04,2024 | 2009 Ford Escape - Tire | involce | 09/04/2024 | \$50.00 05510 | 00/04/2024 | \$30.00 |
| | | otals for JASF | PERS AUTO SERVICE INC.: | \$60.00 | _ | \$60.00 |
| JOHN L. HI | UNTER & ASSOCIATES, INC. | | | | | |
| 09/01/2024 | ART1MS412405 | Invoice | 09/01/2024 | \$2,028.75 85334 | 09/10/2024 | \$2,028.75 |
| 00/01/2024 | 04/05 Municipal Storm | | 09/01/2024 | ¢2.000.10.0522.4 | 00/10/2024 | ¢2.000.10 |
| 09/01/2024 | ART1MS412406 | Invoice | 09/01/2024 | \$2,968.16 85334 | 09/10/2024 | \$2,968.16 |
| | 24/06 Municipal Storm Totals for IC | ОНИТ НИМ | 09/01/2024 TER & ASSOCIATES, INC.: | \$4,996.91 | _ | \$4,996.91 |
| JOSE ASCE | , | | | ÷ ., | | 4 1/00 010 1 |
| 09/24/2024 | OCT2024 | Invoice | 09/24/2024 | \$170.86 85404 | 09/24/2024 | \$170.86 |
| | 24/10 Medical Premium | | 09/24/2024 | | _ | |
| | | T | otals for JOSE ASCENCIO: | \$170.86 | | \$170.86 |
| JOSHUA A | | Invoice | 00/20/2024 | ¢2 500 00 05211 | 00/04/2024 | ¢2,500,00 |
| 08/29/2024 | REIMB 2024 Tuition | Invoice | 08/29/2024 08/29/2024 | \$3,500.00 85311 | 09/04/2024 | \$3,500.00 |
| | | Tota | Is for JOSHUA ACEVEDO: | \$3,500.00 | _ | \$3,500.00 |
| JUSTINE M | ENZEL | | | | | |
| 09/24/2024 | OCT2024 | Invoice | 09/24/2024 | \$140.02 85405 | 09/24/2024 | \$140.02 |
| | 24/10 Medical Premium | - | 09/24/2024 | ¢1.40.00 | _ | ¢140.00 |
| KAREN GO | N7A1 F7 | 10 | tals for JUSTINE MENZEL: | \$140.02 | | \$140.02 |
| 09/04/2024 | 081224 Artesia | Invoice | 09/04/2024 | \$100.00 85312 | 09/04/2024 | \$100.00 |
| 03/04/2024 | Artesia Clean Edits - Bulky | molee | 09/04/2024 | \$100.00 05512 | 00/04/2024 | \$100.00 |
| | Item Collection Event | | 03/04/2024 | | | |
| 09/10/2024 | 081024 Artesia | Invoice | 09/10/2024 | \$275.00 85335 | 09/10/2024 | \$275.00 |
| | Parks - Banners and Flyers | | 09/10/2024 | | | |
| 09/10/2024 | 082924 Artesia | Invoice | 09/10/2024 | \$1,027.24 85335 | 09/10/2024 | \$1,027.24 |
| 00/10/2020 | 2024 ISFDF Media Services | | 09/10/2024 | ¢< 000 00 05005 | 00 (40 (202 4 | ¢ c 000 00 |
| 09/10/2024 | 083024 Artesia | Invoice | 09/10/2024 | \$6,990.00 85335 | 09/10/2024 | \$6,990.00 |
| 09/17/2024 | 2024 Fall Artesian 082724 Artesia | Invoice | 09/10/2024 09/17/2024 | \$350.00 85363 | 09/17/2024 | \$350.00 |
| 00,, 202 . | Cerritos Dons Ad and | monee | 09/17/2024 | 400000000000 | 00,, 202 . | çosonoo |
| | | Tota | ls for KAREN GONZALEZ: | \$8,742.24 | - | \$8,742.24 |
| KAREN HE | ATH | | | | | |
| 09/24/2024 | OCT2024 | Invoice | 09/24/2024 | \$224.07 85406 | 09/24/2024 | \$224.07 |
| | 24/10 Medical Premium | | 09/24/2024 | | | <u> </u> |
| | | | T-+-I- f KADENI LIEATI I. | ¢22407 | | |
| | | | Totals for KAREN HEATH: | \$224.07 | | \$224.07 |
| KENNY CA | LEB | | | | 09/24/2024 | |
| KENNY CA 09/24/2024 | LEB 10312024 COA | Invoice | 09/24/2024 | \$224.07 \$375.00 85407 | 09/24/2024 | \$224.07 \$375.00 |
| | LEB | | | | 09/24/2024 | |
| 09/24/2024 | LEB 10312024 COA | | 09/24/2024 | \$375.00 85407 | 09/24/2024 | \$375.00 |
| 09/24/2024 | LEB 10312024 COA 2024 Halloween DJ Service | | 09/24/2024 | \$375.00 85407 | 09/24/2024 — 09/04/2024 | \$375.00 |
| 09/24/2024 KIMLEY HC 09/04/2024 | LEB 10312024 COA 2024 Halloween DJ Service ORN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas | Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 | \$375.00 85407 \$375.00 \$847.50 85313 | | \$375.00 \$375.00 \$847.50 |
| 09/24/2024 KIMLEY HC | LEB 10312024 COA 2024 Halloween DJ Service ORN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 | Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 | \$375.00 85407 | - | \$375.00 |
| 09/24/2024 KIMLEY HC 09/04/2024 09/04/2024 | LEB 10312024 COA 2024 Halloween DJ Service ORN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 24/07 11540 187th St | Invoice Invoice Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 09/04/2024 | \$375.00 85407 \$375.00 \$847.50 85313 \$2,762.50 85313 | 09/04/2024 09/04/2024 | \$375.00 \$375.00 \$847.50 \$2,762.50 |
| 09/24/2024 KIMLEY HC 09/04/2024 | LEB 10312024 COA 2024 Halloween DJ Service ORN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 | Invoice Invoice Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 | \$375.00 85407 \$375.00 \$847.50 85313 | | \$375.00 \$375.00 \$847.50 |
| 09/24/2024 KIMLEY HC 09/04/2024 09/04/2024 | LEB 10312024 COA 2024 Halloween DJ Service DRN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 24/07 11540 187th St 28776436 | Invoice Invoice Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 09/04/2024 09/04/2024 09/01/2024 | \$375.00 85407 \$375.00 \$847.50 85313 \$2,762.50 85313 | 09/04/2024 09/04/2024 | \$375.00 \$375.00 \$847.50 \$2,762.50 |
| 09/24/2024 KIMLEY HC 09/04/2024 09/04/2024 09/01/2024 | LEB 10312024 COA 2024 Halloween DJ Service DRN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 24/07 11540 187th St 28776436 FY23/24 Metro SGL Form 60 28783562-20 24/06 11504 Artesia Blvd | Invoice Invoice Invoice Invoice Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 09/04/2024 09/01/2024 09/01/2024 09/01/2024 09/01/2024 | \$375.00 85407 \$375.00 \$847.50 85313 \$2,762.50 85313 \$1,096.86 85313 \$4,047.50 85408 | 09/04/2024 09/04/2024 09/04/2024 | \$375.00 \$375.00 \$847.50 \$2,762.50 \$1,096.86 \$4,047.50 |
| 09/24/2024 KIMLEY HC 09/04/2024 09/04/2024 09/01/2024 09/01/2024 | LEB 10312024 COA 2024 Halloween DJ Service DRN AND ASSOCIATES, INC. 29077744-18 24/07 11700 Arkansas 29077744-019 24/07 11540 187th St 28776436 FY23/24 Metro SGL Form 60 28783562-20 24/06 11504 Artesia Blvd | Invoice Invoice Invoice Invoice Invoice | 09/24/2024 09/24/2024 Totals for KENNY CALEB: 09/04/2024 09/04/2024 09/04/2024 09/04/2024 09/01/2024 09/01/2024 09/01/2024 | \$375.00 85407 \$375.00 \$847.50 85313 \$2,762.50 85313 \$1,096.86 85313 | 09/04/2024 09/04/2024 09/04/2024 | \$375.00 \$375.00 \$847.50 \$2,762.50 \$1,096.86 |

| 09/24/2024 | 24090901088 | Invoice | 09/24/2024 | \$1,699.53 85409 | 09/24/2024 | \$1,699.53 |
|---------------------------------|--|--------------------|---------------------------------|------------------|------------|---------------|
| | • | A COUNTY DEPT O | 09/24/2024 F PUBLIC WORKS: | \$1,699.53 | | \$1,699.53 |
| LETICIA MC 09/24/2024 | AUG/SEPT2024 | Invoice | 09/24/2024 | \$195.00 85410 | 09/24/2024 | \$195.00 |
| | Aug/Sept '24 Zumba Class | Totals for | 09/24/2024 r LETICIA MORRIS: | \$195.00 | | \$195.00 |
| LINCOLN N 09/03/2024 | 4739575017 24/09 Life & Disability Ins. | Invoice | 09/03/2024 09/03/2024 | \$1,583.91 41046 | 09/06/2024 | \$1,583.91 |
| | Totals for LII | NCOLN NATIONAL | | \$1,583.91 | | \$1,583.91 |
| LOS CERRIT 09/04/2024 | IOS COMMUNITY NEWS | Invoice | 09/04/2024 | \$1,383.30 85314 | 09/04/2024 | \$1,383.30 |
| 09/04/2024 | Notice - 18701 Pioneer & | Invoice | 09/04/2024 | \$1,303.30 03314 | 09/04/2024 | \$1,505.50 |
| 09/10/2024 | 37018 Legal Notice 8/30/24 | Invoice | 09/10/2024 | \$1,931.40 85336 | 09/10/2024 | \$1,931.40 |
| 09/10/2024 | 37019 | Invoice | 09/10/2024 | \$2,740.50 85336 | 09/10/2024 | \$2,740.50 |
| 09/10/2024 | Legal Notice 8/30/24 - Bus 37004 | Invoice | 09/10/2024 09/10/2024 | \$2,740.50 85336 | 09/10/2024 | \$2,740.50 |
| 09/17/2024 | Legal Notice 8/23/24 - Bus 37010 | Invoice | 09/10/2024 09/17/2024 | \$2,375.10 85364 | 09/17/2024 | \$2,375.10 |
| | Legal Notice - Annexations | | 09/17/2024 | | | |
| 09/24/2024 | 37022 | Invoice | 09/24/2024 09/24/2024 | \$1,044.00 85411 | 09/24/2024 | \$1,044.00 |
| | Legal Notice 8/30/24 - Totals for | LOS CERRITOS CO | | \$12,214.80 | | \$12,214.80 |
| | LANDSCAPES INC | | | | | |
| 09/04/2024 | 109015 24/07 Landscaping Services | Invoice | 09/04/2024 09/04/2024 | \$8,903.00 85315 | 09/04/2024 | \$8,903.00 |
| 09/17/2024 | 109574 | Invoice | 09/17/2024 | \$8,903.00 85365 | 09/17/2024 | \$8,903.00 |
| 09/24/2024 | 24/08 Landscape 109825 | Invoice | 09/17/2024 09/24/2024 | \$3,680.00 85412 | 09/24/2024 | \$3,680.00 |
| 09/01/2024 | 24/08 Artesia Park Infield 109193 | Invoice | 09/24/2024 09/01/2024 | \$7,600.00 85412 | 09/24/2024 | \$7,600.00 |
| 09/24/2024 | June/July '24 - Mowed & 109823 | Invoice | 09/01/2024 09/24/2024 | \$925.00 85412 | 09/24/2024 | \$925.00 |
| | 24/08 Irrigating Palm | | 09/24/2024 | | | |
| 09/24/2024 | Trees at Elaine/Norwalk 109194 | Invoice | 09/24/2024 | \$830.00 85412 | 09/24/2024 | \$830.00 |
| | 24/07 Replacing Stolen | als for MARIPOSA L | 09/24/2024 | \$30,841.00 | | \$30,841.00 |
| MARTIN GA | | | | \$50,041.00 | | \$30,041.00 |
| 09/24/2024 | OCT2024 24/10 Medical Premium | Invoice | 09/24/2024 09/24/2024 | \$170.86 85413 | 09/24/2024 | \$170.86 |
| | | Totals for | r MARTIN GAMEZ: | \$170.86 | | \$170.86 |
| MASHKOO | | | | | | |
| 09/24/2024 | 77920311 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85414 | 09/24/2024 | \$150.00 |
| | | Totals for M | ASHKOOR KAHN: | \$150.00 | | \$150.00 |
| MASOOD IO | | | | | | |
| 09/24/2024 | 77919770 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85415 | 09/24/2024 | \$150.00 |
| | | Totals for | MASOOD IQBAL: | \$150.00 | | \$150.00 |
| MICHAEL J. | | | | | | |
| 09/10/2024 | 08072024 24/08 Consulting Services | Invoice | 09/10/2024 09/10/2024 | \$5,887.50 85337 | 09/10/2024 | \$5,887.50 |
| | | Totals for I | MICHAEL J. EGAN: | \$5,887.50 | | \$5,887.50 |
| MPLC | | | | | | **** <i>*</i> |
| 09/17/2024 | 504445904 FY24/25 MPLC licensing | Invoice | 09/17/2024 09/17/2024 | \$806.54 85366 | 09/17/2024 | \$806.54 |
| | F124/25 WFEC licensing | | Totals for MPLC: | \$806.54 | | \$806.54 |
| MUHAMM | | | 00/01/000 | | 00/01/00- | <u></u> |
| 09/24/2024 | 77920269 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85416 | 09/24/2024 | \$150.00 |
| | | Totals for MU | HAMMAD ZAHID: | \$150.00 | | \$150.00 |
| NATALIE H | | | | • | | , |
| 09/24/2024 | OCT2024 | Invoice | 09/24/2024 | \$170.86 85417 | 09/24/2024 | \$170.86 |

| | 24/10 Medical Premium | Tota | 09/24/2024 Is for NATALIE HERRERA: | \$170.86 | | \$170.86 |
|------------|--------------------------------|----------------|---------------------------------------|-----------------------|------------|-------------|
| NATIONAL | ENVIRONMENTAL SERVIC | | IS JOI MATALIE HERRERA. | \$170.00 | | \$170.00 |
| 09/10/2024 | 34160 | Invoice | 09/10/2024 | \$15,000.00 85338 | 09/10/2024 | \$15,000.00 |
| | 24/08 Street Sweeping | | 09/10/2024 | | | |
| ΝΑΤΙΟΝΙΑΙ | Totals for N TRENCH SAFETY | ATIONAL ENV | IRONMENTAL SERVICES: | \$15,000.00 | | \$15,000.00 |
| 09/24/2024 | 912398 | Invoice | 09/24/2024 | \$219.00 85418 | 09/24/2024 | \$219.00 |
| 00/24/2024 | Perma-Patch Cold Mix | molee | 09/24/2024 | \$213.00 03410 | 0372472024 | \$213.00 |
| | | Totals for NAT | TIONAL TRENCH SAFETY: | \$219.00 | | \$219.00 |
| NORWALK | PRINTING | | | | | |
| 09/24/2024 | 21574 | Invoice | 09/24/2024 | \$185.22 85419 | 09/24/2024 | \$185.22 |
| | City Manager Business | Totals t | 09/24/2024 for NORWALK PRINTING: | \$185.22 | | \$185.22 |
| ODP BUSIN | IESS SOLUTIONS, LLC | 101013 | of NORWALK PRINTING. | \$105.22 | | \$105.22 |
| 09/10/2024 | 384220856001 | Invoice | 09/10/2024 | \$156.02 85339 | 09/10/2024 | \$156.02 |
| | Finance Office Supplies | | 09/10/2024 | | | |
| 09/17/2024 | 384232727001 | Invoice | 09/17/2024 | \$24.52 85367 | 09/17/2024 | \$24.52 |
| | Finance Office Supplies | | 09/17/2024 SINESS SOLUTIONS, LLC: | \$180.54 | | \$180.54 |
| ONLINE ST | RIPING SERVICE | IIS JOF ODP BU | SINESS SOLUTIONS, LLC. | \$180.54 | | \$160.54 |
| 09/17/2024 | 1311 | Invoice | 09/17/2024 | \$4,378.00 1294Credit | 09/16/2024 | (\$75.00) |
| | Street Fair Road Closure | | 09/17/2024 | | | |
| | | | | 85368 | 09/17/2024 | \$4,303.00 |
| 09/24/2024 | 1307 | Invoice | 09/24/2024 | \$4,700.00 85420 | 09/24/2024 | \$4,700.00 |
| | Restore Roadway After | Totals for ON | | ¢0.002.00 | | ¢0.002.00 |
| OPC TRANS | SYSTEMS CORPORATION | Totals for Or | ILINE STRIPING SERVICE: | \$9,003.00 | | \$9,003.00 |
| 09/17/2024 | INV4606262 | Invoice | 09/17/2024 | \$3,557.50 85369 | 09/17/2024 | \$3,557.50 |
| , , - | 24/08 AJ Padelford Park | | 09/17/2024 | | | |
| | Acquisition Costs | | | | | |
| 09/17/2024 | NV-0004576421 | Invoice | 09/17/2024 | \$2,162.00 85369 | 09/17/2024 | \$2,162.00 |
| | 24/07 AJ Padelford Park | | | ¢F 710 F0 | | \$5,719.50 |
| PAULO LEO | | DI OPC TRAINS | YSTEMS CORPORATION: | \$5,719.50 | | \$5,719.50 |
| 09/17/2024 | 09122024 | Invoice | 09/17/2024 | \$250.00 85370 | 09/17/2024 | \$250.00 |
| | C&D Deposit Refund - | | 09/17/2024 | | | |
| | | Total | s for PAULO LEONARDO: | \$250.00 | | \$250.00 |
| PCAM, LLC | | | | | | |
| 09/17/2024 | INVM0018994 | Invoice | 09/17/2024 | \$21,076.86 85371 | 09/17/2024 | \$21,076.86 |
| | 24/08 Shuttle Service | | 09/17/2024 Totals for PCAM, LLC: | \$21,076.86 | | \$21,076.86 |
| PLACEWOR | RKS INC. | | | += -, | | 4, |
| 09/24/2024 | ART-02.0-83574 | Invoice | 09/24/2024 | \$4,264.64 85421 | 09/24/2024 | \$4,264.64 |
| | 24/08 ADSP TOD SIP | | 09/24/2024 | | | |
| 09/24/2024 | ART-02.0-83574 | Invoice | 09/24/2024 | \$6,396.96 85421 | 09/24/2024 | \$6,396.96 |
| | 24/08 ADSP TOD Portion | Tota | 09/24/2024 Is for PLACEWORKS INC.: | \$10,661.60 | | \$10,661.60 |
| PROFESSIO | NAL TURF SPECIALTIES IN | | is for T LACEWORKS INC | \$10,001.00 | | \$10,001.00 |
| 09/04/2024 | 7092 | Invoice | 09/04/2024 | \$38,934.00 85316 | 09/04/2024 | \$38,934.00 |
| | Artesia Park Ball Field | | 09/04/2024 | | | |
| | • | PROFESSIONA | L TURF SPECIALTIES INC: | \$38,934.00 | | \$38,934.00 |
| | | Invoice | 00/24/2024 | ¢047.26.05422 | 00/24/2024 | ¢0.47.26 |
| 09/24/2024 | BS0409 B&S Permit Violation | Invoice | 09/24/2024 09/24/2024 | \$947.36 85422 | 09/24/2024 | \$947.36 |
| | | | Totals for ROB THAKER: | \$947.36 | | \$947.36 |
| RODRIGO (| CORDOVA | | | | | |
| 09/10/2024 | 77514135 | Invoice | 09/10/2024 | \$45.00 85340 | 09/10/2024 | \$45.00 |
| | Refund Fall Baseball | . | 09/10/2024 | ¢ 45 00 | | + 1F 00 |
| Roger Gere | on Paniagua | Iotals | for RODRIGO CORDOVA: | \$45.00 | | \$45.00 |
| 09/17/2024 | 309 | Invoice | 09/17/2024 | \$1,800.00 85372 | 09/17/2024 | \$1,800.00 |
| ,, 2021 | Entertainment for ISFDF | | 09/17/2024 | | , -, | |
| | | Totals for | r Roger Gerson Paniagua: | \$1,800.00 | | \$1,800.00 |
| RON IBARR | RA ENGINEERING | | | | | |

| 09/04/2024 | 2024-07 | Invoice | 09/04/2024 | \$30,335.00 85317 | 09/04/2024 | \$30,335.00 |
|------------|--|------------------|--|-------------------|-----------------|-------------|
| | 24/07 Ron Ibarra T | otals for RON II | 09/04/2024 BARRA ENGINEERING: | \$30,335.00 | - | \$30,335.00 |
| RTA BROAI | DCASTING | | | | | |
| 09/04/2024 | 092824 Gold Sponsorship of | Invoice | 09/04/2024 09/04/2024 | \$500.00 85318 | 09/04/2024 | \$500.00 |
| 09/10/2024 | Portuguese Cultural Night 09092024 Extra seats for the | Invoice | 09/10/2024 09/10/2024 | \$225.00 85341 | 09/10/2024 | \$225.00 |
| | Portuguese Cultural Night | Totals for | RTA BROADCASTING: | \$725.00 | - | \$725.00 |
| SAFIA MAS | OOD | | | | | |
| 09/24/2024 | 77919817 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85423 | 09/24/2024 - | \$150.00 |
| SACECDEST | | | ls for SAFIA MASOOD: | \$150.00 | | \$150.00 |
| 09/10/2024 | PLANNING AND ENVIRON 4860 | Invoice | 09/10/2024 | \$4,362.00 85342 | 09/10/2024 | \$4,362.00 |
| 09/24/2024 | DEIR Retainer - Building 4872 | Invoice | 09/10/2024 09/24/2024 | \$4,515.00 85424 | 09/24/2024 | \$4,515.00 |
| | CEQA Retainer - 17610 | | 09/24/2024 | | _ | |
| SAMINA KI | | PLANNING AI | ND ENVIRONMENTAL: | \$8,877.00 | | \$8,877.00 |
| 09/24/2024 | 77920437 | Invoice | 09/24/2024 | \$150.00 85425 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | | 09/24/2024 | | - | |
| SEUNG YOU | | Tote | als for SAMINA KHAN: | \$150.00 | | \$150.00 |
| 09/24/2024 | JULY/SEPT2024 July/Sept '24 Guitar Class | Invoice | 09/24/2024 09/24/2024 | \$128.70 85426 | 09/24/2024 | \$128.70 |
| | | Totals for SI | EUNG YOUNG JEUNG: | \$128.70 | - | \$128.70 |
| SHABBIR R | | | | | | |
| 09/24/2024 | 77919365 St Fair Deposit Refund | Invoice | 09/24/2024 09/24/2024 | \$150.00 85427 | 09/24/2024 | \$150.00 |
| 09/24/2024 | 77919392 | Invoice | 09/24/2024 | \$150.00 85427 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | Tot | 09/24/2024 als for SHABBIR RIZVI: | \$300.00 | - | \$300.00 |
| SHAHNEEL | A SOOMRO | | | | | |
| 09/24/2024 | 77920398 St. Fain Dan asit Dafund | Invoice | 09/24/2024 | \$150.00 85428 | 09/24/2024 | \$150.00 |
| | St Fair Deposit Refund | Totals for S | 09/24/2024 HAHNEELA SOOMRO: | \$150.00 | - | \$150.00 |
| | INAL CORPORATION | | | | | |
| 09/17/2024 | 3576030016902 AJ Park Labor Day BBQ | Invoice | 09/17/2024 09/17/2024 | \$78.09 85373 | 09/17/2024 | \$78.09 |
| 09/17/2024 | 3576030019501 | Invoice | 09/17/2024 | \$71.90 85373 | 09/17/2024 | \$71.90 |
| | 2024 Summer Fun Day | for CMADT Q | 09/17/2024 | \$149.99 | - | \$149.99 |
| SO CAL IND | | I DI SMANT & F | INAL CORFORATION. | \$145.55 | | \$149.99 |
| 09/04/2024 | 698202 | Invoice | 09/04/2024 | \$255.44 85319 | 09/04/2024 | \$255.44 |
| 09/10/2024 | 7/5-8/1/24 Historical Fence 707070 | Invoice | 09/04/2024 09/10/2024 | \$255.44 85343 | 09/10/2024 | \$255.44 |
| | 8/30-9/26/24 Historical | Tatala fa | 09/10/2024 | ¢510.00 | - | ¢510.00 |
| Southern C | alifornia Edison Company | Totals for | r SO CAL INDUSTRIES: | \$510.88 | | \$510.88 |
| 09/12/2024 | 700454958639-082624 | Invoice | 09/12/2024 | \$23.79 41047 | 09/16/2024 | \$23.79 |
| 09/12/2024 | 24/08 18510 Corby Ave. 700483004874-082724 | Invoice | 09/12/2024 09/12/2024 | \$15,181.18 41047 | 09/16/2024 | \$15,181.18 |
| 09/12/2024 | 24/08 Various Locations 700485859203-082624 | Invoice | 09/12/2024 09/12/2024 | \$2,942.61 41047 | 09/16/2024 | \$2,942.61 |
| 09/12/2024 | 24/08 Various Traffic 700492283835-081924 | Invoice | 09/12/2024 09/12/2024 | \$286.10 41047 | 09/16/2024 | \$286.10 |
| 09/12/2024 | 24/08 Various Locations 700492421150-081924 | Invoice | 09/12/2024 09/12/2024 | \$116.23 41047 | 09/16/2024 | \$116.23 |
| 09/12/2024 | 24/08 Artesia/Gridlev 700498964105-081924 | Invoice | 09/12/2024 09/12/2024 09/12/2024 | \$296.92 41047 | 09/16/2024 | \$296.92 |
| 09/12/2024 | 24/08 18750 Clarkdale EV 700560422190-081924 | Invoice | 09/12/2024 09/12/2024 | \$64.23 41047 | 09/16/2024 | \$64.23 |
| - | | | | | - | |

| 09/12/2024 | 24/08 18600 1/2 S Norwalk 700562509108-081924 | Invoice | 09/12/2024 09/12/2024 | \$72.29 41047 | 09/16/2024 | \$72.29 | | |
|--------------------------------|--|-----------------------|--------------------------|-------------------------|------------|---------------------------------|--|--|
| 09/12/2024 | 24/08 12001 Artesia Blvd 700405333439-082724 | Invoice | 09/12/2024 09/12/2024 | \$1,414.54 41047 | 09/16/2024 | \$1,414.54 | | |
| 09/12/2024 | 24/08 Various Locations 700491366274-080124 | Invoice | 09/12/2024 09/12/2024 | \$17,659.86 41047 | 09/16/2024 | \$17,659.86 | | |
| | 24/08 Various Locations | | 09/12/2024 | | | | | |
| | Totals for | Southern California | Edison Company: | \$38,057.75 | - | \$38,057.75 | | |
| Southern C | alifornia Gas Company | | | | | | | |
| 09/19/2024 | 17950623003-090324 | Invoice | 09/19/2024 | \$22.61 41049 | 09/20/2024 | \$22.61 | | |
| 09/19/2024 | 24/09 18750 Clarkdale Ave. 17949759637-091324 | Invoice | 09/19/2024 09/19/2024 | \$10.84 41049 | 09/20/2024 | \$10.84 | | |
| 09/19/2024 | 24/09 18644 Alburtis Ave. 04530693599-091824 | Invoice | 09/19/2024 09/19/2024 | \$6.78 41049 | 09/20/2024 | \$6.78 | | |
| 09/19/2024 | 24/09 11870 169th St. 12280628004-091624 | Invoice | 09/19/2024 09/19/2024 | \$43.45 41049 | 09/20/2024 | \$43.45 | | |
| 09/19/2024 | 24/09 11931 South St 12690659565-091324 | Invoice | 09/19/2024 09/19/2024 | \$16.27 41049 | 09/20/2024 | \$16.27 | | |
| 09/19/2024 | 24/09 18641 Corby Ave 17740623008-090324 | Invoice | 09/19/2024 09/19/2024 | \$22.61 41049 | 09/20/2024 | \$22.61 | | |
| | 24/09 18747 Clarkdale Ave. | | 09/19/2024 | | _ | | | |
| CONTREPA | | for Southern Califorr | nia Gas Company: | \$122.56 | | \$122.56 | | |
| | CALIFORNIA NEWS GROUP | | | | | | | |
| 09/17/2024 | 5261638 | Invoice | 09/17/2024 | \$2,294.93 85374 | 09/17/2024 | \$2,294.93 | | |
| | ISFDF Ads for Press | | 09/17/2024 | ¢2 204 02 | - | ¢2 204 02 | | |
| | | UTHERN CALIFORN | IA NEWS GROUP: | \$2,294.93 | | \$2,294.93 | | |
| | 104220 | | 00/17/2024 | | 00/17/2024 | ¢1.000.01 | | |
| 09/17/2024 | | Invoice | 09/17/2024 | \$1,060.91 85375 | 09/17/2024 | \$1,060.91 | | |
| | AJ Park - Remove and Totals for SOUTHE | RN CALIFORNIA SE | 09/17/2024 | \$1,060.91 | - | \$1,060.91 | | |
| SSD ALARM | | | | <i>ų</i> 1/000101 | | <i><i>q</i> 1/000101</i> | | |
| 09/24/2024 | R-00534749 | Invoice | 09/24/2024 | \$500.16 85429 | 09/24/2024 | \$500.16 | | |
| | 8/1-10/31/24 11870 169th | | 09/24/2024 | | _ | | | |
| | | Totals for SSD | ALARM SYSTEMS: | \$500.16 | | \$500.16 | | |
| - | ministration | | | | | | | |
| 08/23/2024 | 800601 | Invoice | 08/23/2024 | \$679.15 41042 | 09/04/2024 | \$679.15 | | |
| | 24/08 FSA/DCA | | 08/23/2024 | | | | | |
| 09/20/2024 | 808060 | Invoice | 09/20/2024 | \$658.32 41053 | 09/24/2024 | \$658.32 | | |
| 00/06/2024 | 24/09 FSA/DCA | | 09/20/2024 | | 00/24/2024 | ¢cro oo | | |
| 09/06/2024 | 806194 | Invoice | 09/06/2024 | \$658.32 41053 | 09/24/2024 | \$658.32 | | |
| | 24/09 FSA/DCA | Totals for Sterlin | 09/06/2024 | \$1,995.79 | - | \$1,995.79 | | |
| Superior Of | fice Products | | iy Administration. | ψ1,000.10 | | ψ1,555.75 | | |
| 09/17/2024 | 32346 | Invoice | 09/17/2024 | \$109.48 85376 | 09/17/2024 | \$109.48 | | |
| , | Copy Paper | | 09/17/2024 | | | 4 | | |
| | | Totals for Superio | or Office Products: | \$109.48 | - | \$109.48 | | |
| TENZIN INC | 2. | | | | | | | |
| 09/24/2024 | 77919323 | Invoice | 09/24/2024 | \$150.00 85430 | 09/24/2024 | \$150.00 | | |
| | St Fair Deposit Refund | | 09/24/2024 | ***** | - | * - = = = = = = | | |
| | | Totals | for TENZIN INC.: | \$150.00 | | \$150.00 | | |
| | DWARDS GROUP | | 00/10/2024 | ¢7.400.00.050.44 | 00/10/2024 | ¢7,400,00 | | |
| 09/10/2024 | 23-13.14 | Invoice | 09/10/2024 | \$7,400.00 85344 | 09/10/2024 | \$7,400.00 | | |
| | July/Aug ' 24 Contract | | 09/10/2024 | | | | | |
| | Services - Community T | otals for THE LEW EL | | \$7,400.00 | - | \$7,400.00 | | |
| THE UNITE | D STATES CONFERENCE OF | | SWARDS GROOF. | \$1, 1 00.00 | | φ <i>1</i> , 4 00.00 | | |
| 09/04/2024 | 004766 | Invoice | 09/04/2024 | \$2,191.00 85320 | 09/04/2024 | \$2,191.00 | | |
| , | FY2025 US Conference of | | 09/04/2024 | +-, | , | +_, | | |
| | Totals for THE UNITED | D STATES CONFEREI | | \$2,191.00 | - | \$2,191.00 | | |
| TPX COMMUNICATIONS | | | | | | | | |
| 09/04/2024 | 181145671-0 | Invoice | 09/04/2024 | \$3,277.53 85321 | 09/04/2024 | \$3,277.53 | | |
| | 24/08 Telephone Service | | 09/04/2024 | | _ | | | |
| | | Totals for TPX CO | MMUNICATIONS: | \$3,277.53 | - | \$3,277.53 | | |
| TRIPEPI SMITH & ASSOCIATES INC | | | | | | | | |
| 09/10/2024 | 13054 | Invoice | 09/10/2024 | \$2,880.40 85345 | 09/10/2024 | \$2,880.40 | | |
| | | | | | | | | |

| | Remote City Council | | 09/10/2024 | | | |
|------------|-----------------------------------|----------------|-------------------------------------|---------------------|------------|----------------|
| | | , | MITH & ASSOCIATES INC: | \$2,880.40 | | \$2,880.40 |
| | PLENISHMENT DISTRICT O | F SO. CALIF. | | | | |
| 09/10/2024 | 0160-07312024 | Invoice | 09/10/2024 | \$131.10 85346 | 09/10/2024 | \$131.10 |
| | 24/07 Groundwater | | 09/10/2024 | | | |
| 09/24/2024 | CBWM24-005 | Invoice | 09/24/2024 | \$110.76 85432 | 09/24/2024 | \$110.76 |
| | FY24/25 Central Basin | | | to 11 00 | | ¢241.00 |
| | Totals for WATER RE | PLENISHMEN | DISTRICT OF SO. CALIF.: | \$241.86 | | \$241.86 |
| | 217787 | Invoice | 00/01/2024 | ¢C C 24 20 05 277 | 00/17/2024 | ¢C (24 20 |
| 09/01/2024 | | | 09/01/2024 | \$6,624.30 85377 | 09/17/2024 | \$6,624.30 |
| 09/01/2024 | FY23/24 Tree Maintenand 218258 | e Invoice | 09/01/2024 09/01/2024 | \$10,027.95 85377 | 09/17/2024 | \$10,027.95 |
| 05/01/2024 | FY23/24 - FY24/25 Tree | invoice | 09/01/2024 | \$10,021.55 05511 | 03/11/2024 | \$10,027.55 |
| 09/24/2024 | 218924 | Invoice | 09/24/2024 | \$44,013.65 85433 | 09/24/2024 | \$44,013.65 |
| 00,21,2021 | 24/08 Tree Maintenance | molec | 09/24/2024 | \$ 11,013.05 05 105 | 00,21,2021 | φ 1 i/0 i 3.05 |
| | · · · · · · · · · · · · · · · | otals for WEST | COAST ARBORISTS, INC.: | \$60,665.90 | | \$60,665.90 |
| WESTERN A | AUDIO VISUAL | | | +, | | +, |
| 09/17/2024 | 21523 | Invoice | 09/17/2024 | \$53,110.60 85378 | 09/17/2024 | \$53,110.60 |
| | Artesia Council Chamber | AV | 09/17/2024 | | | |
| | | | VESTERN AUDIO VISUAL: | \$53,110.60 | | \$53,110.60 |
| Wex Bank | | | | | | |
| 09/19/2024 | 99562032 | Invoice | 09/19/2024 | \$1,413.02 41050 | 09/20/2024 | \$1,413.02 |
| | 24/08 Shell Credit Card | | 09/19/2024 | | | |
| | | | Totals for Wex Bank: | \$1,413.02 | | \$1,413.02 |
| WHS Club I | Kaibigan | | | | | |
| 09/10/2024 | ISFDF 2024 | Invoice | 09/10/2024 | \$200.00 85347 | 09/10/2024 | \$200.00 |
| | ISFDF 2024 Entertainment | : | 09/10/2024 | | | |
| | | Tota | ls for WHS Club Kaibigan: | \$200.00 | | \$200.00 |
| | INANCIAL SERVICES | | | | | |
| 09/01/2024 | 00714126 | Invoice | 09/01/2024 | \$10,850.00 85322 | 09/04/2024 | \$10,850.00 |
| | 24/05 Housing Element | | 09/01/2024 | | | |
| 09/04/2024 | 00714195 | Invoice | 09/04/2024 | \$15,190.00 85322 | 09/04/2024 | \$15,190.00 |
| | 24/07 Housing Element | | 09/04/2024 | toc 0 10 00 | | |
| YUNEX LLC | | tals for WILLD | AN FINANCIAL SERVICES: | \$26,040.00 | | \$26,040.00 |
| | | laure ta a | 00/17/2024 | | 00/17/2024 | ¢1,000,00 |
| 09/17/2024 | 90002822 | Invoice | 09/17/2024 | \$1,989.00 85379 | 09/17/2024 | \$1,989.00 |
| 00/17/2024 | 24/08 Traffic Signal 5610003073 | Invoice | 09/17/2024 | \$8,224.84 85379 | 09/17/2024 | 40 774 04 |
| 09/17/2024 | | invoice | 09/17/2024 | ju,224.04 00019 | 03/17/2024 | \$8,224.84 |
| | 24/08 Traffic Signal | | 09/17/2024 Totals for YUNEX LLC: | \$10,213.84 | | \$10,213.84 |
| | | | GRAND TOTALS: | \$1,286,779.19 | | \$1,286,779.19 |
| | | A total of | 253 transaction(s) listed | + .,=00,110110 | | 4.12001.10.10 |
| | | | | | | |

| Payroll | 9/6/2024 | \$86,789.90 | |
|-----------------|--------------------|--------------|--|
| | 9/20/2024 | \$91,179.84 | |
| Total Payroll | | \$177,969.74 | |
| Total Disbursen | Total Disbursement | | |

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9D.

TO:Mayor and Members of the City CouncilSUBJECT:City Financial Report - August 2024FROM:Jamie Murguia, Finance ManagerREVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council receive and file the report.

BACKGROUND:

In accordance with Artesia Municipal Code (AMC) 2-4.705 (f), the attached Finance Report details the activity and balance for all City accounts and funds as of August 31, 2024. Reports are reconciled for cash on hand (bank) to cash recorded in the general ledger through the period ending August 31, 2024.

Activity for Money Market, Checking, Revolving, Cafeteria, Local Agency Investment Fund, CDBG, and Petty Cash are provided for review. Fund Balances compare the cash to each fund's obligation. The balance of the individual accounts and funds should be read with the understanding that cash on hand, is not cash available for unplanned expenditures. The cash balance encompasses the City's contingency reserves, operating expenditures, and monies kept in restricted use funds including Trust and Agency. The City of Artesia is debt-free; therefore, the finance report does not include any debt activity.

ANALYSIS:

The City is the recipient of several reimbursable grants. This means that, while the City has been awarded funding projects, the City must front the cost of those projects with General Fund revenue, and request reimbursement from the respective grantor as each project progresses. Towards that end, the balance of individual accounts and funds reflected in these Reports will vary from month to month as expenses are made and reimbursements are received.

FISCAL IMPACT:

There is no fiscal impact associated with the receipt and file of this report.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council receive and file the report.

Attachments

Treasurer Report 083124.pdf
City of Artesia Treasurer's Report 08/31/24

| | MONEY MARKET ACCOUNT | CHECKING ACCOUNT | LOCAL AGENCY INVESTMENT ACCOUNT |
|---------------------------------|-------------------------|-----------------------------|--|
| Beginning Balance - 8/1/24 | 46,808.69 | 17,548.77 | 8,841,860.57 |
| State/County/Misc Monthly Wires | 699,051.17 | - | - |
| Deposits | 1,837,403.46 | - | - |
| Civic Plus Credit deposits | - | 10,318.00 | - |
| Credit Transactions | - | 3,859.75 | - |
| PayGov Credit Deposits | - | 47,221.62 | - |
| Transfer from Money Market | - | 2,305,000.00 | - |
| Transfer from LAIF Account | - | - | - |
| Interest Income | 30.38 | - | - |
| Transfer to Checking Account | (2,305,000.00) | - | - |
| Transfer to LAIF Account | (220,000.00) | - | 220,000.00 |
| Transfer to CAMP/CLASS Account | - | (960,000.00) | - |
| Disbursements | - | (937,148.14) | - |
| Benefits Wires | - | (23,006.52) | - |
| PERS Health | - | (63,131.88) | - |
| PERS Retirement Payroll | - | (18,614.63) (191,112.01) | - |
| Payroll Tax Wire (EDD/IRS) | - | (43,021.58) | - |
| Bank Fees/Paid Parking Fees | (1,348.73) | (1,286.01) | - |
| Ending Balance - 8/31/2024 | 56,944.97 | 146,627.37 | 9,061,860.57 |
| | | | |
| | CAMP ACOUNT | CLASS ACOUNT | CAFETERIA ACCOUNT |
| Beginning Balance - 8/1/24 | 8,793,879.93 | 8,077,569.70 | 1,324.56 |
| Transfer from Checking Account | 480,000.00 | 480,000.00 | - |
| Deposits | 41,537.81 | 38,201.38 | - |
| Checks Written during the month | - | - | - |
| Ending Balance - 8/31/2024 | 9,315,417.74 | 8,595,771.08 | 1,324.56 |
| | CDBG FIX-UP PROGRAM | PETTY CASH | REVOLVING ACCOUNT |
| Beginning Balance - 8/1/24 | 1,716.19 | 500.00 | 1,362.14 |
| Deposits | - | - | - |
| Disbursements | - 4 746 40 | - | |
| Ending Balance - 8/31/2024 | 1,716.19 | 500.00 | 1,362.14 |
| | | | TOTAL ALL |
| | | | ACCOUNTS |
| Beginning Balance - 8/1/24 | | | 25,782,570.55 |
| Deposits | | | 5,942,623.57 |
| Disbursements | | | (4,543,669.50) |
| Ending Balance - 8/31/2024 | | | 27,181,524.62 |
| 5 | | | , , , |

| GENERAL FUND (100) | SUMMER LUNCH PROGRAM (150) |
|-----------------------|--|
| 13,813,304.75 | 7,204.60 |
| 543,042.63 | - |
| 548,555.62 | - |
| (312,031.08) | - |
| (1,085,737.24) | - |
| 13,507,134.68 | 7,204.60 |
| | (100) 13,813,304.75 543,042.63 548,555.62 (312,031.08) (1,085,737.24) |

SPECIAL REVENUE FUNDS

| | ARTESIA HOUSING AUTHORITY (200) | AJ PARK EXPANSION (205) | BICYCLE / PEDESTRIAN FUND (210) |
|--|---|---|---|
| Cash Balance Receivables | 882,715.14 | 115,980.26 - | 933.52 - |
| Liabilities | (61,895.00) | - | - |
| FUND BALANCE | 820,820.14 | 115,980.26 | 933.52 |
| | PUBLIC EDUCATION IN GOVERNMENT (215) | BILLBOARD FUND (220) | CNRA SPECIFIED GRANT (225) |
| Cash Balance Receivables Liabilities FUND BALANCE | (31,205.22) - - (31,205.22) | 723,513.85 2,002,230.44 (2,002,230.44) 723,513.85 | (49,621.95) - - (49,621.95) |
| | CALIFORNIA BEVERAGE RECYCLING (230) | CITIZEN OPTION FOR PUBLIC SAFETY (240) | CLEAN AIR FUEL BUS GRANT (250) |
| Cash Balance Receivables Liabilities FUND BALANCE | 5,246.37 - - 5,246.37 | 442,737.47 - - 442,737.47 | (10,547.50) - - (10,547.50) |

SPECIAL REVENUE FUNDS (continued)

| | COMMUNITY FACILITY DISTRICT (260) | COMMUNITY DEVELOPMENT BLOCK GRANT (270) | CALIFORNIA STREET GRANTS (280) |
|--|---|--|--------------------------------------|
| Cash Balance | 52,562.82 | (20,603.10) | 401,065.39 |
| Receivables Liabilities | - | - | - |
| FUND BALANCE | 52,562.82 | (20,603.10) | 401,065.39 |
| | FEDERAL STPL (290) | MAP 21 EXCHANGE (310) | MEASURE M (320) |
| Cash Balance Receivables Liabilities | 66,284.09 - | 183,043.55 - | 1,128,774.14 |
| FUND BALANCE | 66,284.09 | 183,043.55 | 1,128,774.14 |
| | MEASURE R (330) | TOD PLANNING GRANT (340) | COUNTY PARK IMPROVEMENT (350) |
| Cash Balance Receivables Liabilities | 468,331.40 9,188.53 (9,188.53) | (198,456.50) - - | 1,223,840.12 - - |
| FUND BALANCE | 468,331.40 | (198,456.50) | 1,223,840.12 |
| | PROPOSITION A FUND (360) | PROPOSITION C FUND (370) | SB1 RMRA (375) |
| Cash Balance Receivables | 1,144,157.01 - | 602,678.21 - | 733,293.58 - |
| Liabilities | (8,947.40) | - | - |
| FUND BALANCE | 1,135,209.61 | 602,678.21 | 733,293.58 |

SPECIAL REVENUE FUNDS (continued)

| | SB 1383 GIVEAWAY (377) | SOUTH COAST AIR QUALITY MGMT DIST (390) | SAFE ROUTE TO SCHOOL (400) |
|---|---|---|---------------------------------------|
| Cash Balance Receivables Liabilities | 75,000.00 - - | 314,510.09 1,026.00 - | (0.32) |
| FUND BALANCE | 75,000.00 | 315,536.09 | (0.32) |
| | SHERIFF FORFEITURES & SEIZURES (410) | STATE GAS TAX (420) | HOME STAY PROGRAM (430) |
| Cash Balance Prepaid Expenses Liabilities FUND BALANCE | 447.20 - - 447.20 | 13,921.35 - - 13,921.35 | 3,223.26 - - 3,223.26 |
| | STREET LIGHTING MAINTENANCE FUND (440) | TRAFFIC CONGESTION RELIEF (450) | CAL FIRE URBAN GRANT (460) |
| Cash Balance Receivables Liabilities | 22,437.08 | 20,802.34 | (21,036.45) |
| FUND BALANCE | 22,437.08 | 20,802.34 | (21,036.45) |
| | DEVELOPMENT IMPACT FEES (470) | MEASURE W (480) | RECYCLED OIL (490) |
| Cash Balance Prepaid Expenses | 2,054,145.99 - | 762,825.04 | 5,021.18 |
| Liabilities FUND BALANCE | - 2,054,145.99 | - 762,825.04 | - 5,021.18 |

CAPITAL PROJECTS FUNDS

| | SPECIAL / CAPITAL PROJECT FUND (500) | PIONEER BOND PROJECT (510) | HISTORICAL DISTRICT BOND PROJECT (520) |
|--------------|---|-------------------------------|--|
| Cash Balance | 196,740.59 | 366,909.05 | 591,118.09 |
| Receivables | 23,023.88 | - | - |
| Liabilities | | | |
| FUND BALANCE | 219,764.47 | 366,909.05 | 591,118.09 |

GEORGE

AGENCY FUNDS

| | TRUST AND AGENCY (710) | SENIOR CITIZENS (720) | NELSON MEMORIAL FUND (740) |
|--|--|--------------------------|----------------------------------|
| Cash Balance Receivables | 81,066.16 - | 6,271.99 - | 2,243.57 |
| Liabilities | (81,066.16) | (6,271.99) | (2,243.57) |
| FUND BALANCE | - | - | - |
| TOTAL ALL FUNDS Cash Balance Receivables Fixed Assets, net Prepaid Expenses | 26,180,878.21 2,578,511.48 - 548,555.62 | | |
| Investment Appreciation | (312,031.08) | | |
| Liabilities | (3,257,580.33) | | |
| FUND BALANCE | 25,738,333.90 | | |
| | | | |

SUCCESSOR AGENCY FUNDS

| | SUCCESSOR AGENCY ADMIN PROJECTS (800) | SUCCESSOR AGENCY TAX INCREMENT (810) | REDEVELPMT OBLIGATION RETIREMENT FUND (820) |
|------------------------|---|---|--|
| Cash Balance | - | (2,100.00) | 1,002,746.41 |
| Cash with Fiscal Agent | - | 457,204.76 | - |
| Liabilities | - | - | (622,206.00) |
| Bonds Payable | - | (12,064,111.00) | - |
| FUND BALANCE | - | (11,609,006.24) | 380,540.41 |
| | | | |

TOTAL SUCCESSOR FUNDS

| 1,000,646.41 |
|-----------------|
| 457,204.76 |
| (622,206.00) |
| (12,064,111.00) |
| (11,228,465.83) |
| |

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9E.

TO: Mayor and Members of the City Council

SUBJECT: Second Reading of Ordinance Amending Parking and Boundaries of Old Downtown

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Abel Avalos, City Manager

RECOMMENDATION:

- 1. Adopt Ordinance No. 24-959, an Ordinance of the City Council amending regulations in Article 11 (Off-Street Parking and Loading) of Chapter 2 of Title 9 (Planning and Zoning) of the Artesia Municipal Code relating to parking spaces required within the boundaries of Old Downtown; and
- 2. Make a Determination of Exemption under CEQA Pursuant to Section 15061(b)(3) of the CEQA Guidelines.

BACKGROUND:

The City Council took action to waive further reading, as read by title and introduce Ordinance No. 24-959 at the September 9, 2024 City Council meeting.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item.

Attachments

Ordinance No. 24-959.pdf Staff Report 10A 9.9.24.pdf

ORDINANCE NO. 24-959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AMENDING REGULATIONS IN ARTICLE 11 (OFF-STREET PARKING AND LOADING) OF CHAPTER 2 OF TITLE 9 (PLANNING AND ZONING) OF THE CITY OF ARTESIA MUNICIPAL CODE RELATING TO PARKING SPACES REQUIRED WITHIN THE BOUNDARIES OF OLD DOWNTOWN

THE CITY COUNCIL OF THE CITY OF ARTESIA FINDS AND DECLARES:

WHEREAS, with respect to restaurants in the Old Downtown area (a one block section from 186th to 187th on Pioneer Boulevard and to the alleys on each side thereof), Article 11, Off-Street Parking and Loading of the Artesia Municipal Code, allows the conversion of existing retail uses into restaurants without providing additional on-site parking if four criteria are satisfied; and

WHEREAS, the fourth criteria provides in part: "The property owner or applicant pays a parking facility in-lieu fee in an amount set by resolution of the City Council for each parking space required for the proposed use under this Section that cannot be accommodated on the property based on the existing number of on-site parking spaces and other existing and continuing uses on the property" and

WHEREAS, an applicant has filed an application to expand the boundaries of the City's Old Downtown area to allow conversion of retail spaces into restaurant uses and paying the area's parking in-lieu fee; and

WHEREAS, Government Code section 65855 requires the Planning Commission to render a written recommendation to the City Council regarding the proposed amendment to the zoning ordinance; and

WHEREAS, Government Code section 65860 requires that zoning ordinances must be consistent with the General Plan;

WHEREAS, On August 20, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed Zoning Code Amendment (Case No. 2024-15), and following receipt of all public testimony closed the hearing on that date, and adopted Resolution No. 2024-10P;

WHEREAS, the City Council conducted a duly noticed public hearing on September 9, 2024, at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, all legal preconditions to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and incorporated herein as substantive findings of this Ordinance.

SECTION 2. CEQA. The City Council finds that the proposed Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the proposed Municipal Code amendments will not result in a significant effect on the environment. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. General Plan Consistency Findings. Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. Based on all evidence in the record, the City Council finds that the proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Policy ED 1.1 "Maximize market potential to enhance retail and restaurant opportunities" The request for a code amendment seeks to allow businesses increase flexibility and opportunities to convert retail spaces to restaurants uses. The parking in-lieu fee was adopted by Council only with respect to new and expanded restaurants are principally permitted, to offset the public impacts of increased restaurant uses within the Old Downtown area; and Policy ED. 1.2 "Attract new business while supporting and assisting those already located in the City." The applicant operates an existing 2,000 square feet restaurant adjacent to the Old Downtown area. Their request for this code amendment will allow them to expand their business by 2,000 square feet by converting the existing vacant tenant suite into one larger restaurant to encourage clusters of tourist-supported restaurant activities in selected areas of the City.

SECTION 4. Amendment. The first column ("Old Downtown Area") of Subsection(b)(8)(D) of Section 9-2.1103 (Parking Spaces Required) of Article 11 (Off-Street Parking and Loading) of Chapter 2 (Zoning) of Title 9 (Planning and Zoning) of the Artesia Municipal Code is amended in its entirety to read as follows:

"§ 9-2.1103(b)(8)(D) Old Downtown Area

D. **Old Downtown Area**. Within the area along Pioneer Boulevard bounded by 186th Street on the north, southerly parcels of 187th Street on the south, the first alley east of Pioneer Boulevard on the east and first alley of Pioneer Boulevard on the west."

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 6. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Artesia declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 7. Adoption, Certification, and Publication. The City Clerk of the City of Artesia shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

SECTION 8. Record of Proceedings. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED AND ADOPTED this _____th day of ______, 2024.

ATTEST:

TONY LIMA, MAYOR

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

CITY COUNCIL AGENDA REPORT



MEETING DATE: September 9, 2024

ITEM NO: 10A

TO: Mayor and Members of the City Council

SUBJECT: Introduction and First Reading of Ordinance Amending Parking and Boundaries of Old Downtown

FROM: Okina Dor, Community Development Director

REVIEWED AND APPROVED BY:

Jamie Murguia, Acting Deputy City Manager / Finance Manager HongDao Nguyen, City Attorney Melissa Burke, Interim City Manager

RECOMMENDATION:

- 1. Open and conduct a public hearing;
- 2. By motion, introduce for first reading Ordinance No. 24-959, an Ordinance of the City Council amending regulations in Article 11 (Off-Street Parking and Loading) of Chapter 2 of Title 9 (Planning and Zoning) of the Artesia Municipal Code relating to parking spaces required within the boundaries of Old Downtown; and
- 3. Make a Determination of Exemption under CEQA Pursuant to Section 15061(b)(3) of the CEQA Guidelines.

BACKGROUND:

The applicant, Jay Bharat Restaurant, submitted an application for design review and approval to expand the existing restaurant at 18701 Pioneer Boulevard. The existing site is developed with an 8,000 square foot (SF), fourunit tenant suite that is 2,000 SF each. The design review application was approved by the Planning Commission by a 4-0-1 vote. However, the proposed conversion of existing retail space to a restaurant requires additional onsite parking spaces. As part of Case 2024-15, Jay Bharat Restaurant requested approval of a zoning code amendment to amend the existing boundary of the Old Downtown to the southerly parcels of 187th Street. Amending the existing boundary to include the sites would allow the applicant to pay in-lieu fees instead of adding more parking spaces.

ANALYSIS:

Proposed Expansion of Restaurant Use and Old Downtown Area

The applicant's location is currently south of the existing boundaries of the Old Downtown area. The applicant is requesting a code amendment to expand the boundaries to the southerly parcels of 187th Street in order to allow the proposed conversion of retail spaces into a restaurant, as well as to pay the applicable parking in-lieu fee. If the requested code amendment is approved, the applicant will be eligible to utilize Section 9-2.1103 (b) (8) of the Artesia Municipal Code, which requires that restaurants located in the City's "Old Downtown Area" meet certain standards and requirements. The standards required of restaurants in the "Old Downtown Area" are provided below:

ADDITIONAL REQUIREMENTS IN THE OLD DOWNTOWN AREA

In addition to the parking requirements specified in this subsection (D), restaurants, take-out restaurants, drive-thru restaurants, nightclubs, bars, cocktail lounges and banquet halls located in the "Old Downtown Area" shall be required to meet the following additional standards and requirements:

1. Not more than fifty (50%) percent of the total square footage of gross floor area on either side of Pioneer Boulevard in the Old Downtown Area shall be occupied by the uses covered by this section. Once this limit is obtained, no additional uses covered by this section shall be permitted in this area.

2. The application must be submitted for review and approval by the City's contract urban planning professional (architect or planner), together with a deposit of fees to pay for such review. The urban planning professional shall work with the applicant to ensure a high-quality architectural design that helps achieve the City's goal of developing a successful and vibrant destination Old Downtown Area, and shall base his or her action to approve or disapprove the submittal based on the required findings for development review and approval contained in Section 9-2.2005 of the Artesia Municipal Code.

3. The property owner shall eliminate the rear parking lot boundary fences or walls and allow for cross-pedestrian and cross-vehicular traffic between and across adjoining parking areas, when the property is adjacent to a property used as a restaurant.

4. The property owner or applicant pays a parking facility in lieu fee in an amount set by resolution of the City Council for each parking space required for the proposed use under this section that cannot be accommodated on the property based on the existing number of on-site parking spaces and other existing and continuing uses on the property. The fee may be reduced pursuant to an agreement with the City if the property owner provides a publicly available pedestrian access-way of a minimum of five (5) feet in width from the rear to the front of the property, subject to City staff approval.

Proposed Code Amendment

The proposed Ordinance would amend the first column ("Old Downtown Area") of Subsection(b)(8)(D) of Section 9-2.1103 to extend the boundaries of the "Old Downtown Area." (Revision in <u>underline</u>.)

OLD DOWNTOWN AREA

TYPE OF RESTAURANT/USE

PARKING REQUIREMENTS

D. Old Downtown Area. Within the area along Pioneer Boulevard bounded by 186th Street on the north, <u>southerly parcels of</u> 187th Street on the south, the first alley east of Pioneer Boulevard on the east and the first alley west of Pioneer Boulevard on the west:

(1) Restaurants

1/250. One parking space for each 250 square feet of gross floor area.

(2) Take-out restaurants including, but 1/250. One parking space for not limited to, coffee, ice cream, each 250 square feet of gross yogurt, juice, beverage and doughnut floor area.
shops, bakeries, deli, sandwich and specialty food shops

(3) Night clubs, bars, cocktail lounges, 1/60. One parking space for and areas in which live entertainment each 60 square feet of gross is provided, and similar uses, floor area. In no event shall less including areas in which any such use than 10 parking spaces be occurs in a restaurant provided for such use.

GENERAL PLAN CONSISTENCY FINDING

Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030:

- Policy ED 1.1 "Maximize market potential to enhance retail and restaurant opportunities" The request for a code amendment seeks to allow businesses increased flexibility and opportunities to convert retail spaces to restaurants uses. The parking in-lieu fee was adopted by Council only with respect to new and expanded restaurants that are principally permitted, to offset the public impacts of increased restaurant uses within the Old Downtown area; and
- Policy ED. 1.2 "Attract new business while supporting and assisting those already located in the City." The applicant operates an existing 2,000 square feet restaurant adjacent to the Old Downtown area. Their request for this code amendment will allow them to expand their business by 2,000 square feet by converting the existing vacant tenant suite into one larger restaurant to encourage clusters of tourist-supported restaurant activities in selected areas of the City.

DISCUSSION:

Provided below is Staff's analysis of the proposed restaurant expansion, parking spaces requirements, and the parking in-lieu fee.

- Total Building SF: 8,000 SF
- Proposed Usage: 4,000 SF (Restaurant) and 4,000 (Retail Uses)
- Total Parking Calculation:
 - Required: 8,000 SF / (1/250 SF) = 32 Parking Spaces Required
 - Provided: 23 Parking Spaces (existing on-site)
- Total Parking Calculation for Restaurant Conversion Parking In-Lieu Fee:
 - Total Existing parking space provided (23 Parking Spaces) / 2 = 11 Parking Spaces
 - 16 Parking Spaces (required) 11 Parking Spaces (existing provided) = 5 Parking Spaces (deficit)
 - Total 32 Parking Spaces /2 = 16 Parking Spaces
 - 4,000 SF Restaurant /250 SF = 16 Parking Spaces
 - Parking In-Lieu Fee Calculation: \$5,000/Parking Space x 5 Parking Spaces = \$25,000 (one time Parking In-Lieu Fee) (Fees due prior to permit issuance)

 Annual In-Lieu Parking Operations and Maintenance Fee: \$500/Parking Space x 5 Parking Spaces = \$2,500 (annual fee established by City Council Resolution No. 11-2303 for each year the business or successor restaurant is operational)

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act ("CEQA"), the Planning Department has determined that this project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).

PUBLIC NOTICE:

Notice of the public hearing was published in the Los Cerritos Community News on August 30, 2024.

FISCAL IMPACT:

Adoption of the proposed Ordinance may result in increased revenue from a one-time payment of \$25,000 and \$2,500 per year the business is in operation to cover the City's operation and maintenance cost for providing parking for the project.

RECOMMENDED COUNCIL ACTION:

- 1. Open and conduct a public hearing;
- 2. By motion, introduce for first reading Ordinance No. 24-959, an Ordinance of the City Council amending regulations in Article 11 (Off-Street Parking and Loading) of Chapter 2 of Title 9 (Planning and Zoning) of the Artesia Municipal Code relating to parking spaces required within the boundaries of Old Downtown; and
- 3. Make a Determination of Exemption under CEQA Pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Attachments

Ordinance No. 24-959.pdf 8.20.24 Planning Commission Staff Report.pdf Planning Commission Resolution No. 2024-10P.pdf 8.20.24 Staff Report Attachments.pdf Resolution No. 11-2303 (Parking In-Lieu Fee).pdf

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9F.

TO: Mayor and Members of the City Council

SUBJECT: Addition and Cancellation of Regular November Council Meeting

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Abel Avalos, City Manager

RECOMMENDATION:

It is recommended that the City Council approve the addition of November 18, 2024 Regular Meeting at 7 p.m. and cancel the November 11, 2024 Meeting.

BACKGROUND:

Regular Council meetings are held on the second Monday of each month per the Artesia Municipal Code. The November meeting falls on November 11th, Veterans Day; City Hall will be closed in observance of the Federal Holiday. The November 11, 2024 meeting will need to be canceled. In order to hold a November meeting, staff is requesting the addition of a regular council meeting on November 18, 2024 at 7 p.m.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item.

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9G.

TO: Mayor and Members of the City Council

SUBJECT: Resolution for Flooring Replacement Services Agreement with Shaw Industries

FROM: Adrian Fajardo, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 24-3018, Authorizing the use of the Omnia Partners Purchasing Program and approving a Contract with Shaw Industries, Inc. for Flooring Services at the Albert O. Little Community Center, for an amount not-to-exceed \$198,601.95, authorize the City Manager to execute on Council's behalf; and make a determination of exemption under CEQA pursuant to section 15301(d).

BACKGROUND:

The flooring at the Albert O. Little Community Center is in poor condition and in need of replacement. Over the years, the existing flooring has experienced significant wear and tear due to heavy usage, including heavy daily foot traffic, recreational activities, community events, and other uses that the Community Center hosts. The majority of the flooring has not been updated since the facility's original construction and is now in significant need of refurbishment to enhance both its appearance and usability. This project aims to address these issues by replacing the existing flooring with new, high-quality materials that will enhance safety, durability, and aesthetics. The project will include replacing the flooring in the front office, Westside, Eastside, Room A, Room B, the current Code Enforcement office, all staff offices, and hallways throughout the Community Center. This project is essential to maintaining a safe and welcoming environment at the Albert O. Little Community Center, and will ensure that it continues to serve as a hub for community activities and events.

The OMNIA Partners Purchasing Program is a cooperative purchasing alliance that simplifies and optimizes the procurement process for public sector entities by leveraging collective buying power. This program combines the resources of two leading cooperative purchasing organizations, National Intergovernmental Purchasing Alliance and U.S. Communities, to offer access to competitively solicited contracts. The OMNIA Partners Purchasing Program assists local and state government agencies in reducing the cost of purchased goods and services through pooling the purchasing power of public agencies nationwide. In 2019, the University of California (UC) issued an RFP to establish a national cooperative contract to assist UC and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for Systemwide Flooring.

Since the City is a member of the OMNIA Partners cooperative purchasing program, it has the ability to "piggyback" on the UC contract. If approved, the City would contract directly with Shaw Industries, Inc. (Shaw Industries) for the project. Shaw Industries would supply the flooring materials, manage all subcontractors, and ensure the installation complies with warranty requirements. Utilizing cooperative purchasing agreements like the OMNIA Partners Purchasing Program meets all requirements outlined in the City's purchasing policy and is authorized under Artesia Municipal Code Section 3-4.17. This section enables the City to forego the standard procurement process through the use of cooperative purchasing programs. Additionally, Section 3-4.02 of the Artesia Municipal Code includes 'carpeting repairs' as a defined service, and flooring replacement is considered a comparable building maintenance service under this definition. Shaw Industries has confirmed it will provide the City with all OMNIA contract terms, products, warranties, services, and pricing.

ANALYSIS:

The City utilized the OMNIA Partners cooperative purchasing agreement to solicit quotes from three qualified vendors. A cost comparison of the three quotes for the project is provided below:

| Vendor | Cost |
|-------------------------|--------------|
| Shaw Industries, Inc. | \$198,601.95 |
| Tarkett Group | \$207,978.38 |
| Milliken Services, LLC. | \$223,171.09 |

The work will include removing and disposing of existing flooring materials, preparing the subfloor as needed, and installing new flooring throughout the facility. The project will utilize Shaw's MineralFloor product, a high-performance and durable material designed for heavy-use areas like the Community Center. It is waterproof, scratch-resistant, and easy to maintain, making it an ideal choice for long-term use. The private offices will have existing carpet replaced with new carpet. The project is estimated to take approximately one month. The flooring replacement is scheduled to begin after the completion of the interior painting of the Community Center as described in Item 9H. Staff will work with instructors and program organizers to provide advance notice of the temporary closures and ensure they can adjust their schedules accordingly.

CEQA Exemption

Pursuant to CEQA Section 15301, the flooring replacement project is categorically exempt as it involves minor alterations to the interior of an existing public facility with no expansion of use.

FISCAL IMPACT:

The total cost of the project is \$198,601.95, which includes all associated materials, labor, and warranties. Funding for this project is available through a California National Resources Agency grant awarded by Assemblymember Sharon Quirk-Silva. This project has no impact to the General Fund.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council adopt Resolution No. 24-3018, Authorizing the use of the Omnia Partners Purchasing Program and Approving a contract with Shaw Industries, Inc. for Flooring Services at the Albert O. Little Community Center, for an amount not to exceed \$198,601.95, authorize the City Manager to execute on Council's behalf; and make a determination of exemption under CEQA pursuant to section 15301(d).

Attachments

<u>University of California - Purchasing Agreement - 2020002144</u> <u>Shaw Industries, Inc. Proposal</u> Resolution No. 24-3018



Purchasing Agreement 2020002144

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Shaw Industries, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- A) The initial term of the Agreement will be from April 15th, 2020 through April 14th, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Five (5) successive One (1)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- B) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

- A. Pricing. Refer to Attachment B UC Price Schedule for Pricing.
 - i. <u>Price Increases</u> After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date. Notwithstanding anything herein to the contrary, in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action University and Supplier shall negotiate in good faith and promptly implement a proportional price increase for impacted products.
 - a. <u>Product Price Increases</u> Product price increases will be not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:

Vinyl Flooring: <u>Plastics Material and Resins Manufacturing (PCU325211325211)</u>
All Carpet Products: <u>Carpet and Rug Mills: Carpets & Rugs (PCU3141103141100)</u>
Rubber and Linoleum: <u>Plastics and Rubber Products Manufacturing (PCU326326)</u>

(4) Wood Products: Other Millwork, Including Flooring (PCU321918321918)

- b. <u>Labor Price Increases</u> Labor price increases will only be allowed under an increase in the Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.
- c. <u>Freight</u> Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a percentage of spend, consistent with any increase or decrease in the PPI for <u>General Freight</u> <u>Trucking, Long-Distance Truckload (PCU484121484121)</u>

B. Invoicing Method

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination – Prepay & Add.**

All invoices must clearly indicate the following information:

Charges associated with California AB2398 California sales tax as a separate line item; Shipping costs as a separate line item; UC Purchase Order or Release Number; Description, quantity, catalog number and manufacturer number of the item(s) ordered; Net cost of each item; Description, quantity, and pay rate of any services provided Any pay/earned/dynamic discount; Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH Net60**

E. Additional Discounts

Supplier Agrees to provide additional volume based discounts at the following Tier structure:

Tier 1 Discount: 5% on product purchases of \$75,001 – 150,000. Tier 2 Discount: An additional 5% on product purchases of \$150,001+

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

| Name | Reynaldo Cano-Boza |
|---------|------------------------------|
| Phone | 510.987.9893 |
| Email | Reynaldo.cano-boza@ucop.edu |
| Address | 7835 Trade Street, Suite 100 |
| | San Diego, CA 92121 |

To Supplier:

| Name | Don Chupik, VP of Government & Education |
|---------|--|
| Phone | 714.944.7500 |
| Email | Don.chupik@shawinc.com |
| Address | 616 E Walnut Ave |
| | Dalton, GA 30722-2128 |

6. Intellectual Property, Copyright and Patents

/<u>X</u>/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

<u>/X</u> The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

9. Fair Wage/Fair Work

/_X_/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Shaw Industries, Inc.**

12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchase Agreement 2020002144
- b. UC Terms & Conditions of Purchase
- c. Attachment A Statement of Work
- d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
- e. Attachment B University of California Price Schedule
- f. Attachment C Reporting Requirements
- g. Appendix Ecommerce

15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

| THE REGENTS OF THE UNIVERSITY OF CALIFORNI DocuSigned by: Justin Sullivan (Signatakee)384C40B | Α | Shaw Industries, Inc. DocuSigned by: Jim Lukpatrick (Signattife)CEE7242B | |
|---|---------------|---|-----------|
| Justin Sullivan | Executive Dir | ector Jim Kirkpatrick | Treasurer |
| (Printed Name, Title) 4/23/2020 | | (Printed Name, Title) 4/22/2020 | |
| (Date) | | (Date) | |



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at https://policy.ucop.edu/doc/3420365. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. <u>General Warranties</u>. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. <u>Permits and Licenses</u>. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. <u>Federal and State Water and Air Pollution Laws</u>. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. <u>Web Accessibility Requirements</u>. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 - 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 - 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
 - 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

- 4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. <u>General Accessibility Requirements</u>. Supplier warrants that:
 - 1. It will comply with California and federal disability laws and regulations;
 - 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. <u>Warranty of Quiet Enjoyment</u>. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. <u>California Child Abuse and Neglect Reporting Act ("CANRA")</u>. Where applicable, Supplier warrants that it complies with CANRA.
- H. <u>Debarment and Suspension</u>. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. <u>UC Trademark Licensing Code of Conduct</u>. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.
- J. <u>Outsourcing (Public Contract Code section 12147) Compliance</u>. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

- 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
- 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
- 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
- 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

- 1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
- 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
- 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
- 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. <u>General.</u> Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
- 1. Each Occurrence \$ 1,000,000
- 2. Products/Completed Operations Aggregate \$ 2,000,000

Α.



- 3. Personal and Advertising Injury \$ 1,000,000
- 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 - 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 - USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
- iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
- iv. FAR 52.219-8, Utilization of Small Business Concerns;
- v. FAR 52.222-17, Non-displacement of Qualified Workers;

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- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services -Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at <u>www.ucop.edu/procurement-services/policies-forms/index.html</u> is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or



employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide** by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 - LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. <u>Cleaning Up</u>. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. <u>Tobacco-free Campus</u>. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. <u>Price Decreases</u>. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. <u>Declared Valuation of Shipments</u>. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. <u>Title</u>. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. <u>Changes</u>. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. <u>Forced, Convict and Indentured Labor</u>. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. <u>Export Control.</u> If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.



ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 - PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.



Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <u>http://www.ucop.edu/uc-whistleblower/</u> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<u>https://policy.ucop.edu/doc/3100155</u>) and the University of California Sustainable Procurement Guidelines:

(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. <u>Sustainability Marketing Standards</u>. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. <u>Electronic Transfer of Supplier Information</u>. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. <u>Packaging Requirements</u>. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. <u>Expanded Polystyrene (EPS) Ban</u>. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. <u>E-Waste Recycling Requirements</u>. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



<u>Hosted and Punch-out Catalog Requirements</u>. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 - PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 - 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):

- Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
- 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<u>http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx</u>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <u>https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html</u>.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.


Terms and Conditions of Purchase

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

ATTACHMENT A TO PURCHASING AGREEMENT #2020002144

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002144 dated April 15th, 2020 between UC and Supplier ("Agreement").

1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

2. Term of SOW

This SOW will begin on April 15th, 2020 ("Effective Date") and continue through April 14th, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

| Sup | Supplier Obligations | | | | | | | | | |
|------|---------------------------------|---|---|--|--|--|--|--|--|--|
| Task | ζ. | Activities | Deliverables | Completion Date or Timeframe | | | | | | |
| 1 | Flooring Products & Services | Provide flooring products services as needed either directly or through a flooring dealer. | Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering | As requested | | | | | | |
| 2 | Quarterly KPI Reports | Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C. | Quarterly KPI Reports | 30 days following the end of the quarter | | | | | | |
| 3 | Monthly Purchase Reports | Provide Monthly purchase reports as defined in Attachment C. | Monthly Sales Reports | 15 days following the last day of the month | | | | | | |

4. UC Obligations

Not Applicable

5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

| | Name | Don Chupik, VP of Government & Education | |
|---|---------|--|--|
| | Phone | 714.944.7500 | |
| | Email | Don.chupik@shawinc.com | |
| Ī | Address | 616 E Walnut Ave | |
| Ī | | Dalton, GA 30722-2128 | |

Supplier's Account Management Team is:

| Name | Kelly Sherrill, Sr. Contract Specialist |
|---------|--|
| Phone | 706.879.3567 |
| Email | Kelly.sherrill@shawinc.com |
| Address | 230 Douthit Ferry Road |
| | Cartersville, GA 30120 |
| Name | Rosio Hernandez, (Order Entry and Project) Account Manager |
| Phone | 770.276.7511 |
| Email | Rosio.hernandez@shawinc.com |
| Address | 770 Joe Frank Harris Pkwy |
| | Cartersville, GA 30120 |

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

| Name | Reynaldo Cano-Boza | |
|---------|-----------------------------------|--|
| Phone | 510.987.9893 | |
| Email | Email Reynaldo.cano-boza@ucop.edu | |
| Address | 7835 Trade Street, Suite 100 | |
| | San Diego, CA 92121 | |

7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation Quarterly – Small Business Utilization Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

9. Program Requirements

<u>Order Packaging and Labeling</u>. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

<u>Receiving Locations.</u> Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

<u>Standard Delivery Requirements</u>. Supplier will deliver Monday through Friday, excluding UC- and Supplierobserved holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

| Campus direct (desktop delivery) | - by 3:30 pm Pacific Time |
|----------------------------------|----------------------------|
| Storehouse (drop ship delivery) | - by 10:00 am Pacific Time |

<u>Delivery Delays</u>. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within twenty-four (24) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

<u>Returns</u>. Supplier agrees to accept standard Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Returns of standard goods may result in a 15% restocking fee, as well as any applicable shipping charges. Returns will not be allowed on custom or made to order styles. Supplier agrees to pay freight on any returns resulting from an error in shipment including, but not limited to, incorrect style, quantity, location, etc.

<u>Credit</u>. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be

credited at cost, less any applicable fees. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

<u>Out of Stock Items</u>. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

<u>Surveys</u>. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, academic, research and alumni stakeholders throughout the University. Opportunities include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make, or take material steps towards making, the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

| | Shaw Industries, Inc. | | | | | |
|------------|-----------------------|--|--|--|--|--|
| | DocuSigned by: | | | | | |
| | Jim kirkpatrick | | | | | |
| - | (Signature) EE7242B | | | | | |
| e Director | Jim Kirkpatrick | Treasurer | | | | |
| - | (Printed Name, Title) | | | | | |
| | 4/22/2020 | | | | | |
| - | (Date) | | | | | |
| | - e Director - | e Director Jim Kirkpatrick (Printed Name, Title) 4/22/2020 | | | | |

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| Style Number | Style Name | Туре | UOM | List | Discount Off List | F | Price | Chemicals of Concern | EPD |
|--------------|--------------------------------|-----------|-----|-------------|----------------------|----|-------|---|---------------------------------------|
| Broadloom | | | | | | | | | |
| 60283 | AMBITION II CLASSICBAC® | BROADLOOM | SY | \$ 6.47 | 36% | \$ | 4.15 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A240 | AMBITION III 20 CLASSICBAC® | BROADLOOM | SY | \$ 8.91 | 37% | \$ | 5.63 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A241 | AMBITION III 26 CLASSICBAC® | BROADLOOM | SY | \$ 10.53 | 47% | \$ | 5.63 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60114 | HOMESTEAD CLASSICBAC® | BROADLOOM | SY | \$ 11.74 | 48% | \$ | 6.09 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60117 | UPSCALE CLASSICBAC® | BROADLOOM | SY | \$ 13.96 | 50% | \$ | 7.04 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 60127 | HARBOR CLASSICBAC® | BROADLOOM | SY | \$ 15.06 | 49% | \$ | 7.65 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A252 | AMEND | BROADLOOM | SY | \$ 15.30 | 49% | \$ | 7.73 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A253 | ACCORD | BROADLOOM | SY | \$ 15.30 | 49% | \$ | 7.73 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A068 | POTENTIAL III 26 CLASSICBAC® | BROADLOOM | SY | \$ 15.41 | 49% | \$ | 7.80 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 60773 | TOWN RESORT CLASSICBAC® | BROADLOOM | SY | \$ 16.32 | 50% | \$ | 8.18 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A254 | MEMOIRS | BROADLOOM | SY | \$ 16.92 | 51% | \$ | 8.24 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A069 | POTENTIAL III 28 CLASSICBAC® | BROADLOOM | SY | \$ 15.75 | 47% | \$ | 8.39 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A188 | ESSENTIAL CLASSICBAC® | BROADLOOM | SY | \$ 16.45 | 49% | \$ | 8.46 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A189 | PRIME CLASSICBAC® | BROADLOOM | SY | \$ 16.45 | 49% | \$ | 8.46 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 60587 | POTENTIAL III 26 UNITARY | BROADLOOM | SY | \$ 16.41 | 48% | \$ | 8.51 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60602 | MOMENTUM IV UNITARY | BROADLOOM | SY | \$ 16.15 | 46% | \$ | 8.67 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A037 | TERRA CLASSICBAC® | BROADLOOM | SY | \$ 18.22 | 52% | \$ | 8.67 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A038 | FOSSIL CLASSICBAC® | BROADLOOM | SY | \$ 18.22 | 52% | \$ | 8.67 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 60588 | POTENTIAL III 28 UNITARY | BROADLOOM | SY | \$ 16.83 | 47% | \$ | 8.95 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60563 | ASSOCIATE ULTRALOC® PATTERN | BROADLOOM | SY | \$ 18.69 | 52% | \$ | 9.00 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A255 | SCENERY | BROADLOOM | SY | \$ 19.08 | 51% | \$ | 9.27 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A165 | MELD CLASSICBAC® | BROADLOOM | SY | \$ 19.62 | 53% | \$ | 9.31 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A025 | PETO II CLASSICBAC® | BROADLOOM | SY | \$ 19.42 | 50% | \$ | 9.71 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A032 | DESIGN SERIES V 30 CLASSICBAC® | BROADLOOM | SY | \$ 18.64 | 47% | \$ | 9.79 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

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| 5A174 | FLICKER CLASSICBAC® | BROADLOOM | SY | \$ 19.29 | 49% | \$ | 9.89 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
|--------|-----------------------------|--------------|-----|------------------|-------|----------|-------|--|---------------------------------------|
| 5A175 | FLARE CLASSICBAC® | BROADLOOM | SY | \$ 19.56 | 49% | \$ | 9.89 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A205 | SWITCH CLASSICBAC® | BROADLOOM | SY | \$ 20.81 | 52% | \$ | 9.93 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| | | | • | • - • • • | 0270 | Ť | 0.00 | retardant for regulatory requirements | Specific EPD |
| 5A164 | ECLECTIC CLASSICBAC® | BROADLOOM | SY | \$ 19.44 | 48% | \$ | 10.07 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A203 | TRANSFER CLASSICBAC® | BROADLOOM | SY | \$ 20.81 | 52% | \$ | 10.08 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 5A203 | | BROADLOOM | 51 | φ 20.01 | 52 /0 | φ | 10.06 | retardant for regulatory requirements | Specific EPD |
| 5A186 | CONTOUR CLASSICBAC® | BROADLOOM | SY | \$ 20.25 | 50% | \$ | 10.12 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A187 | OUTLINE CLASSICBAC® | BROADLOOM | SY | \$ 20.25 | 50% | \$ | 10.12 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 5/(10) | | DICORDECCIVI | 01 | φ 20.20 | 0070 | Ψ | 10.12 | retardant for regulatory requirements | Specific EPD |
| 5A216 | STYLUS CLASSICBAC® | BROADLOOM | SY | \$ 19.57 | 48% | \$ | 10.19 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 50911 | SPACE CLASSICBAC® | BROADLOOM | SY | \$ 20.36 | 50% | \$ | 10.20 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 00011 | | BICONDECOM | | φ 20.00 | 0070 | Ŷ | 10.20 | retardant for regulatory requirements | Specific EPD |
| 5A204 | MODIFY CLASSICBAC® | BROADLOOM | SY | \$ 20.81 | 51% | \$ | 10.23 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A065 | DIVIDE CLASSICBAC® | BROADLOOM | SY | \$ 20.12 | 49% | \$ | 10.26 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 54005 | | BROADEOOM | 51 | φ 20.12 | 4970 | φ | 10.20 | retardant for regulatory requirements | Specific EPD |
| 5A066 | EQUAL CLASSICBAC® | BROADLOOM | SY | \$ 20.10 | 49% | \$ | 10.26 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| | | | | | | | | retardant for regulatory requirements | Specific EPD |
| 5A067 | EDIT CLASSICBAC® | BROADLOOM | SY | \$ 20.11 | 49% | \$ | 10.26 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A233 | SUMMIT CLASSICBAC® | BROADLOOM | SY | \$ 20.33 | 50% | \$ | 10.26 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| JA233 | | BICOADEOOM | 51 | φ 20.55 | 5078 | Ψ | 10.20 | retardant for regulatory requirements | Specific EPD |
| 5A234 | GROVE CLASSICBAC® | BROADLOOM | SY | \$ 20.33 | 50% | \$ | 10.26 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| | | | | | | | | retardant for regulatory requirements | Specific EPD |
| 5A235 | BIRCH CLASSICBAC® | BROADLOOM | SY | \$ 20.33 | 50% | \$ | 10.26 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 5A247 | STAY ULTRALOC® | BROADLOOM | SY | \$ 21.78 | 53% | \$ | 10.26 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5A248 | REMINISCE ULTRALOC® | BROADLOOM | SY | \$ 22.32 | 54% | \$ | 10.26 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A256 | REIMAGINE | BROADLOOM | SY | \$ 21.15 | 51% | \$ | 10.30 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A151 | TINT CLASSICBAC® | BROADLOOM | SY | \$ 19.55 | 47% | \$ | 10.41 | retardant for regulatory requirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 0,1101 | | | 01 | φ 10.00 | 11 /0 | v | 10.11 | retardant for regulatory requirements | Specific EPD |
| 5A152 | TONE CLASSICBAC® | BROADLOOM | SY | \$ 18.63 | 44% | \$ | 10.41 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 60774 | IMAGERY CLASSICBAC® | BROADLOOM | SY | \$ 19.08 | 45% | \$ | 10.54 | retardant for regulatory reguirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| | | | • | • | ,. | Ť | | retardant for regulatory requirements | Specific EPD |
| 60775 | SENTIMENT CLASSICBAC® | BROADLOOM | SY | \$ 19.86 | 47% | \$ | 10.54 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 54045 | | | 0)/ | - 40 F7 | 100/ | | 40.50 | retardant for regulatory requirements | Specific EPD |
| 5A215 | SCRIBE CLASSICBAC® | BROADLOOM | SY | \$ 19.57 | 46% | \$ | 10.56 | Mineral based non-halogenated flame retardant for regulatory reguirements | Yes, ISO14025 Product Specific EPD |
| 60589 | INTERPLAY ULTRALOC® PATTERN | BROADLOOM | SY | \$ 20.98 | 49% | \$ | 10.63 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| 50912 | CULTURE CLASSICBAC® | BROADLOOM | SY | \$ 20.34 | 47% | \$ | 10.88 | retardant for regulatory requirements Mineral based non-halogenated flame | Yes, ISO14025 Product |
| | | | | | | | | retardant for regulatory requirements | Specific EPD |
| 50913 | EVOLUTION CLASSICBAC® | BROADLOOM | SY | \$ 20.47 | 46% | \$ | 11.07 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60514 | SCHOLAR II UNITARY | BROADLOOM | SY | \$ 19.62 | 43% | \$ | 11.17 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |

| 60185 | VILLA CLASSICBAC® | BROADLOOM | SY | \$ | 26.14 | 57% | \$ | 11.25 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
|--------|--|------------|-----|----------|-------|-------|----------|--------|---|---------------------------------------|
| 5A153 | GRADIENT ULTRALOC® | BROADLOOM | SY | \$ | 19.58 | 42% | \$ | 11.32 | retardant for regulatory requirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| | | | • | | | | | | retardant for regulatory requirements | Specific EPD |
| 5A257 | STATEMENT | BROADLOOM | SY | \$ | 23.31 | 51% | \$ | 11.33 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 5A123 | * TEXT CLASSICBAC® | BROADLOOM | SY | \$ | 20.31 | 44% | \$ | 11.43 | retardant for regulatory requirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| | | | | Ť | | | · | | retardant for regulatory requirements | Specific EPD |
| 60730 | PROSPER CLASSICBAC® | BROADLOOM | SY | \$ | 24.15 | 52% | \$ | 11.61 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 60728 | ACCOMLPISH CLASSICBAC® | BROADLOOM | SY | \$ | 24.14 | 52% | \$ | 11.63 | retardant for regulatory requirements Mineral based non-halogenated flame | Specific EPD Yes, ISO14025 Product |
| 00720 | | BROADLOOM | 51 | φ | 24.14 | 52 /0 | φ | 11.05 | retardant for regulatory requirements | Specific EPD |
| 60497 | * FIELD TRIP ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 23.54 | 50% | \$ | 11.71 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| 5A033 | DESIGN SERIES V 36 CLASSICBAC® | BROADLOOM | SY | \$ | 25.23 | 53% | \$ | 11.95 | retardant for regulatory requirements Mineral based non-halogenated flame | Yes, ISO14025 Product |
| | | | | Ť | | | Ť | | retardant for regulatory requirements | Specific EPD |
| 5A124 | * TEXT ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 23.36 | 48% | \$ | 12.05 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 60759 | ASPIRE CLASSICBAC® | BROADLOOM | SY | \$ | 26.63 | 51% | \$ | 12.95 | Mineral based non-halogenated flame | Yes, ISO14025 Product |
| | | | | | | | | | retardant for regulatory requirements | Specific EPD |
| 60751 | | BROADLOOM | SY | \$ | 23.37 | 42% | \$ | 13.62 | Trees counts of Electric force Described | No No 1004 4005 Desiduat |
| 60665 | * FIELD TRIP ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 31.08 | 54% | \$ | 14.23 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | | retardant for regulatory requirements | |
| 5A183 | LAYER ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 25.41 | 43% | \$ | 14.36 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5A184 | DIMENSION ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 25.41 | 43% | \$ | 14.36 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| 60734 | * CHARISMA ECOWORX® PERFORMANCE | BROADLOOM | SY | \$ | 32.12 | 55% | \$ | 14.42 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 00704 | BROADLOOM | BICORDECOM | 01 | V | 02.12 | 0070 | V | 17.72 | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | • |
| | | | 0)(| | 04.50 | 500/ | | | retardant for regulatory requirements | |
| 50875 | * MOVEMENT ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 34.50 | 58% | \$ | 14.44 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | | retardant for regulatory requirements | |
| 5A176 | AMPLIFY ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 28.65 | 49% | \$ | 14.53 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 60726 | PROSPER ECOWORX® PERFORMANCE | BROADLOOM | SY | \$ | 31.43 | 53% | \$ | 14.63 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | BROADLOOM | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| 5A213 | CONTE' ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 27.02 | 45% | \$ | 14.85 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 0,1210 | | | 01 | Ť | 21.02 | 1070 | Ť | 1 1100 | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| 54044 | | | 01/ | | 07.00 | 4.467 | | 45.00 | retardant for regulatory requirements | |
| 5A214 | ERASE ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 27.02 | 44% | \$ | 15.00 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | 1 | | | |

| 60727 | ACCOMLPISH ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 31.42 | 52% | \$ 15.06 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
|-------|--|-----------|----|----------|-----|-------------|---|---------------------------------------|
| | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5A177 | ILLUMINATE ULTRALOC® PATTERN | BROADLOOM | SY | \$ 28.65 | 46% | \$ 15.55 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A017 | * SHIMMER ULTRALOC® PATTERN | BROADLOOM | SY | \$ 35.04 | 56% | \$ 15.58 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A236 | BOTAN ULTRALOC® PATTERN | BROADLOOM | SY | \$ 30.45 | 49% | \$ 15.65 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60772 | FAÇADE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 26.45 | 39% | \$ 16.02 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A238 | KUSA ULTRALOC® PATTERN | BROADLOOM | SY | \$ 29.40 | 45% | \$ 16.09 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60735 | HIGHLIGHT ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 32.70 | 50% | \$ 16.29 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60758 | ASPIRE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 33.32 | 51% | \$ 16.37 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A237 | HANA ULTRALOC® PATTERN | BROADLOOM | SY | \$ 30.65 | 46% | \$ 16.42 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60736 | PROFILE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 34.86 | 49% | \$ 17.72 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A141 | * NAVIGATE ULTRALOC® PATTERN | BROADLOOM | SY | \$ 32.83 | 46% | \$ 17.80 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60766 | COLLAGE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 34.41 | 46% | \$ 18.70 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5A242 | ESCAPE ULTRALOC® | BROADLOOM | SY | \$ 31.98 | 41% | \$ 18.71 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60755 | BRIDGE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 36.15 | 47% | \$ 19.14 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60754 | * ESSENCE ULTRALOC® PATTERN | BROADLOOM | SY | \$ 40.38 | 52% | \$ 19.24 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 60737 | CADENCE ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ 38.67 | 47% | \$ 20.51 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

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|-------------------------|--|-----------|-----|----|-------|------|----------|----------------|---|---------------------------------------|
| Walk-off | | | | | | | | | | |
| 5T033 | ENTREE ECOWORX® TILE | TILE | SY | \$ | 55.19 | 43% | \$ | 31.42 | Trace amounts of Fly Ash from Recycled Content | No |
| 59411 | BON JOUR ECOWORX® TILE | TILE | SY | \$ | 55.29 | 57% | \$ | 23.57 | Trace amounts of Fly Ash from Recycled Content | No |
| 5T032 | BON JOUR II ECOWORX® TILE | TILE | SY | \$ | 55.19 | 46% | \$ | 29.93 | Trace amounts of Fly Ash from Recycled Content | No |
| 60746 | BON JOUR II PERFORMANCE RUBBER BACKING | BROADLOOM | SY | \$ | 43.48 | 43% | \$ | 24.66 | Content | No |
| Tila | | | | | | | | | | |
| Tile 5T208 | INTENT ECOWORX® TILE | TILE | SY | \$ | 23.31 | 50% | \$ | 11.56 | Mineral based non-halogenated flame | No |
| | | | | | | | | | retardant for regulatory requirements | |
| 5T209 | PURPOSE ECOWORX® TILE - STRUTUM | TILE | SY | \$ | 23.31 | 50% | \$ | 11.56 | Mineral based non-halogenated flame retardant for regulatory reguirements | No |
| 5T210 | SITUATION ECOWORX® TILE | TILE | SY | \$ | 23.31 | 50% | \$ | 11.56 | Mineral based non-halogenated flame | No |
| 5T294 | ARRANGE TILE | TILE | SY | \$ | 24.93 | 51% | \$ | 12.11 | retardant for regulatory requirements Mineral based non-halogenated flame | No |
| | | | | | | | | | retardant for regulatory requirements | |
| 5T295 | ARRAY TILE | TILE | SY | \$ | 24.93 | 51% | \$ | 12.11 | Mineral based non-halogenated flame retardant for regulatory reguirements | No |
| 5T296 | OFFSET TILE | TILE | SY | \$ | 24.93 | 51% | \$ | 12.11 | Mineral based non-halogenated flame | No |
| 5T297 | STRUCTURE TILE | TILE | SY | \$ | 24.93 | 51% | \$ | 12.11 | retardant for regulatory requirements Mineral based non-halogenated flame | No |
| | | | | Ť | | | Ť | | retardant for regulatory requirements | |
| 5T123 | PRIMARY ECOWORX® TILE | TILE | SY | \$ | 27.81 | 50% | \$ | 14.04 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | Opecilie El D |
| FT000 | POURED ECOWORX® TILE | TILE | SY | • | 20.07 | 50% | | 44.44 | retardant for regulatory requirements | Veg. ICO14005 Draduet |
| 5T206 | | TILE | SY | \$ | 29.07 | 50% | \$ | 14.41 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| FT007 | | | 0)/ | | 00.07 | F00/ | | ¢ 44.05 | retardant for regulatory requirements | Vac ICO44005 Dradu |
| 5T207 | STACKED ECOWORX® TILE | TILE | SY | \$ | 29.07 | 50% | \$ | 14.65 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | -1 |
| | | | • | | | 1001 | | ^ 45.00 | retardant for regulatory requirements | |
| 5T121 | BASIC ECOWORX® TILE | TILE | SY | \$ | 27.81 | 46% | \$ | 15.00 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | | retardant for regulatory requirements | |
| 59579 | CATALYST ECOWORX® TILE | TILE | SY | \$ | 32.01 | 53% | \$ | 15.04 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59580 | HYBRID ECOWORX® TILE | TILE | SY | \$ | 32.01 | 53% | \$ | 15.16 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| 5T125 | SURROUND ECOWORX® TILE | TILE | SY | \$ | 30.27 | 50% | \$ | 15.24 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01120 | | | 01 | Ť | 00.21 | 0070 | Ť | 10121 | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | · |
| - T 0 7 0 | | | 0)/ | | 00.54 | 500/ | | 45.05 | retardant for regulatory requirements | Vec. 1004 4005 Dec. 1 |
| 5T070 | SHAPE ECOWORX® TILE | TILE | SY | \$ | 32.54 | 53% | \$ | 15.35 | Trace amounts of Fly Ash from Recycled Content | |
| | | | | | | | | | Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | | retardant for regulatory requirements | |
| 5T124 | CENTRIC ECOWORX® TILE | TILE | SY | \$ | 30.27 | 49% | \$ | 15.45 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | | Content | Specific EPD |
| | | | | | | | | | Mineral based non-halogenated flame | |
| | | <u> </u> | | I | 1 | | I | | retardant for regulatory requirements | |

| 5T009 | VAST ECOWORX® TILE | TILE | SY | \$ 36.08 | 57% | \$ 15.47 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
|-------|-------------------------------|------|----|----------|-----|-------------|---|---------------------------------------|
| | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T172 | SEA ECOWORX® TILE | TILE | SY | \$ 30.82 | 49% | \$ 15.62 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T019 | TEMPT ECOWORX® TILE | TILE | SY | \$ 33.97 | 54% | \$ 15.73 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T069 | REVERSE ECOWORX® TILE | TILE | SY | \$ 32.54 | 51% | \$ 15.80 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59563 | TRANSPARENT ECOWORX® TILE | TILE | SY | \$ 29.73 | 47% | \$ 15.86 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59576 | DISPERSE ECOWORX® TILE | TILE | SY | \$ 34.19 | 53% | \$ 15.97 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59502 | MOMENTUM IV ECOWORX® TILE | TILE | SY | \$ 32.48 | 51% | \$ 16.02 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T078 | REALM ECOWORX® TILE | TILE | SY | \$ 33.27 | 52% | \$ 16.04 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59224 | STRAIGHTFORWARD ECOWORX® TILE | TILE | SY | \$ 37.95 | 58% | \$ 16.06 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59575 | DIFFUSE ECOWORX® TILE | TILE | SY | \$ 33.97 | 53% | \$ 16.06 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59564 | CLEAR ECOWORX® TILE | TILE | SY | \$ 29.72 | 46% | \$ 16.08 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T173 | SEA EDGE ECOWORX® TILE | TILE | SY | \$ 30.82 | 48% | \$ 16.08 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T010 | INFINITE ECOWORX® TILE | TILE | SY | \$ 36.08 | 55% | \$ 16.13 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T079 | FIELD ECOWORX® TILE | TILE | SY | \$ 34.18 | 53% | \$ 16.15 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T261 | BELONG ECOWORX® TILE | TILE | SY | \$ 32.13 | 50% | \$ 16.17 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59562 | GLAZE ECOWORX® TILE | TILE | SY | \$ 29.74 | 46% | \$ 16.19 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| 59327 | ALLURE ECOWORX® TILE | TILE | SY | \$ 30.73 | 47% | \$ | 16.21 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
|-------|-----------------------------|------|----|----------|-----|----|-------|--|---------------------------------------|
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59328 | SHINE ECOWORX® TILE | TILE | SY | \$ 30.73 | 47% | \$ | 16.24 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T185 | DIFFUSE 9X36 ECOWORX® TILE | TILE | SY | \$ 33.09 | 51% | \$ | 16.24 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T174 | SKY ECOWORX® TILE | TILE | SY | \$ 30.82 | 47% | \$ | 16.26 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T265 | DREAM ECOWORX® TILE | TILE | SY | \$ 31.95 | 49% | \$ | 16.34 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| 5T263 | MEMORY ECOWORX® TILE | TILE | SY | \$ 32.22 | 49% | \$ | 16.46 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| 59329 | GLIMMER ECOWORX® TILE | TILE | SY | \$ 30.73 | 46% | \$ | 16.47 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| 5T018 | TANGLE ECOWORX® TILE | TILE | SY | \$ 33.97 | 51% | \$ | 16.48 | Mineral based non-halogenated flame retardant for reculatory recuirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| 5T040 | EMBARK ECOWORX® TILE | TILE | SY | \$ 32.76 | 50% | \$ | 16.48 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 5T080 | SCAPE ECOWORX® TILE | TILE | SY | \$ 33.18 | 50% | \$ | 16.48 | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD Yes, ISO14025 Product |
| 51060 | SCAPE ECOWORX® TILE | | 51 | \$ 33.16 | 50% | Φ | 10.40 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 5T184 | DISPERSE 9X36 ECOWORX® TILE | TILE | SY | \$ 33.09 | 49% | \$ | 16.72 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T039 | * WANDER ECOWORX® TILE | TILE | SY | \$ 32.76 | 49% | \$ | 16.76 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T175 | CITY CENTRAL ECOWORX® TILE | TILE | SY | \$ 33.18 | 49% | \$ | 16.76 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T156 | TINGE ECOWORX® TILE | TILE | SY | \$ 31.72 | 47% | \$ | 16.79 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T157 | UNDERTONE ECOWORX® TILE | TILE | SY | \$ 31.72 | 47% | \$ | 16.80 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 5T071 | DIRECTION ECOWORX® TILE | TILE | SY | \$ 32.54 | 47% | \$ | 17.17 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| | PETO II 20 ECOWORX® TILE | TILE | SY | \$ 36.99 | 53% | \$ | 17.51 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|----------------|--|------|----------|---------------|------------|----------|-------|--|---|
| | | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| FT470 | | | 0)/ | ¢ 00.40 | 470/ | ^ | 47.50 | retardant for regulatory requirements | Ver IOO4 4005 Des durat |
| 5T176 | CENTRAL LINE ECOWORX® TILE | TILE | SY | \$ 33.18 | 47% | \$ | 17.53 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | Specific EFD |
| | | | | | | | | retardant for regulatory requirements | |
| 59113 | BYLINE ECOWORX® TILE | TILE | SY | \$ 33.57 | 48% | \$ | 17.55 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 00110 | | | 01 | φ 00.07 | 4070 | Ψ | 17.00 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T232 | CHALET 9" X 36" ECOWORX® TILE | TILE | SY | \$ 36.45 | 52% | \$ | 17.67 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 0.202 | | | • | ¢ conto | 0270 | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T233 | DIFFUSE 24X24 ECOLOGIX | TILE | SY | \$ 34.63 | 49% | \$ | 17.80 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01200 | | | 01 | ¢ choc | 1070 | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59558 | INTRIGUE ECOWORX® TILE | TILE | SY | \$ 35.11 | 49% | \$ | 17.84 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | , | | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59554 | CAPTIVATE ECOWORX® TILE | TILE | SY | \$ 35.12 | 49% | \$ | 17.91 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59106 | LINAGE ECOWORX® TILE | TILE | SY | \$ 33.64 | 47% | \$ | 17.93 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | · |
| | | | | | | | | retardant for regulatory requirements | |
| 5T183 | SCULPT LOOP ECOWORX® TILE | TILE | SY | \$ 42.17 | 57% | \$ | 17.95 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T186 | THINK ECOWORX® TILE | TILE | SY | \$ 34.81 | 48% | \$ | 17.98 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T081 | COLOR FRAME ECOWORX® TILE | TILE | SY | \$ 41.56 | 56% | \$ | 18.11 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | 0.7 | | 100/ | | 10.10 | retardant for regulatory requirements | |
| 5T187 | ENGAGE ECOWORX® TILE | TILE | SY | \$ 34.81 | 48% | \$ | 18.16 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | 0)/ | A 0740 | 50% | \$ | 40.47 | retardant for regulatory requirements | Veg ISO14025 Dreduct |
| FT400 | | | | | | 1.2 | 18.47 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 5T188 | IMPACT ECOWORX® TILE | TILE | SY | \$ 37.16 | 5070 | Ť | | | |
| 5T188 | IMPACT ECOWORX® TILE | TILE | SY | \$ 37.16 | 3070 | Ť | | Content | Specific EPD |
| 5T188 | IMPACT ECOWORX® TILE | TILE | SY | \$ 37.16 | 3070 | | | Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | 18.61 | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T188 59105 | IMPACT ECOWORX® TILE | TILE | SY | \$ 37.16 | 45% | \$ | 18.61 | Mineral based non-halogenated flame retardant for regulatory reguirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | 18.61 | Mineral based non-halogenated flame retardant for regulatory reguirements Trace amounts of Fly Ash from Recycled Content | |
| | | | | | | | 18.61 | Mineral based non-halogenated flame retardant for regulatory reguirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product |
| 59105 | LINK ECOWORX® TILE | TILE | SY | \$ 33.64 | 45% | \$ | | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| | | | | | | | 18.61 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product |
| 59105 | LINK ECOWORX® TILE | TILE | SY | \$ 33.64 | 45% | \$ | | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| 59105 | LINK ECOWORX® TILE | TILE | SY | \$ 33.64 | 45% | \$ | | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product |
| 59105 5T036 | LINK ECOWORX® TILE * VAPOR ECOWORX® TILE | TILE | SY SY | \$ 33.64 | 45% 57% | \$ | 19.06 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product Specific EPD |
| 59105 | LINK ECOWORX® TILE | TILE | SY | \$ 33.64 | 45% | \$ | | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product |
| 59105 5T036 | LINK ECOWORX® TILE * VAPOR ECOWORX® TILE | TILE | SY SY | \$ 33.64 | 45% 57% | \$ | 19.06 | Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product Specific EPD |

| 59387 | REPARTEE ECOWORX® TILE | TILE | SY | \$ 42.3 | 5 55% | \$ | 19.11 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|------------------------------|------|-----|----------|--------|----------|-------|---|---------------------------------------|
| | | | | | | | | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 5T234 | DIFFUSE 24X24 ECOLOGIX ES | TILE | SY | \$ 36.60 |) 47% | \$ | 19.42 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T198 | BASALT II ECOWORX® TILE | TILE | SY | \$ 41.60 |) 53% | | | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Vac ISO14025 Draduat |
| 51196 | | | 51 | \$ 41.00 | 53% | | | Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | \$ | 19.55 | retardant for regulatory requirements | |
| 59534 | GRADIENT ECOWORX® TILE | TILE | SY | \$ 37.66 | 6 48% | \$ | 19.62 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T112 | COLOR FORM ECOWORX® TILE | TILE | SY | \$ 40.38 | 3 51% | \$ | 19.68 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01112 | | | 01 | φ 10.00 | 01/0 | V | 10.00 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T199 | FAULT LINES II ECOWORX® TILE | TILE | SY | \$ 41.60 | 53% | \$ | 19.68 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | retardant for regulatory requirements | |
| 5T200 | GRAVEL II ECOWORX® TILE | TILE | SY | \$ 41.60 |) 53% | \$ | 19.68 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | 3.25% | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T201 | PAVERS II ECOWORX® TILE | TILE | SY | \$ 41.60 | 0 53% | \$ | 19.69 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 51201 | | | 51 | \$ 41.00 | 5 55% | φ | 19.09 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T038 | * FRINGE ECOWORX® TILE | TILE | SY | \$ 44.0 | 1 55% | \$ | 19.90 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59371 | PETO II 26 ECOWORX® TILE | TILE | SY | \$ 46.6 | 5 57% | \$ | 19.94 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 57440 | | | SY | ¢ 44.7 | 7 550/ | | 20.40 | retardant for regulatory requirements | Yes, ISO14025 Product |
| 5T110 | VALUE ECOWORX® TILE | TILE | SY | \$ 44.7 | 7 55% | \$ | 20.18 | Trace amounts of Fly Ash from Recycled Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T064 | AUGMENT ECOWORX® TILE | TILE | SY | \$ 40.88 | 3 51% | \$ | 20.19 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T116 | STIPPLE ECOWORX® TILE | TILE | SY | \$ 47.80 | 0 58% | \$ | 20.19 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 57400 | | | 0)/ | | 470/ | | 00.04 | retardant for regulatory requirements | |
| 5T103 | COPY TILE | TILE | SY | \$ 38.39 | 9 47% | \$ | 20.31 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T127 | DISTORT ECOWORX® TILE | TILE | SY | \$ 44.09 | 9 54% | \$ | 20.40 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T104 | CONSTRUCT ECOWORX® TILE | TILE | SY | \$ 38.39 | 9 47% | \$ | 20.49 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | 01 | ÷ 00.0 | | l v | 20.70 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |

| 5T107 | ACHROMATIC ECOWORX® TILE | TILE | SY | \$ 44.77 | 54% | \$ | 20.54 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|--------------------------|------|-----|----------------|--------------|----------|-------|---|-----------------------|
| | | | | | | | | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 5T109 | SATURATE ECOWORX® TILE | TILE | SY | \$ 44.77 | 54% | \$ | 20.56 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59463 | PRISMA ECOWORX® TILE | TILE | SY | \$ 43.50 | 52% | \$ | 20.77 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 57005 | | | 0)(| * 40.00 | 100/ | | 00 77 | retardant for regulatory requirements | |
| 5T065 | HYPE ECOWORX® TILE | TILE | SY | \$ 40.88 | 49% | \$ | 20.77 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product |
| | | | | | | | | | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59342 | * CONNECT ECOWORX® TILE | TILE | SY | \$ 40.47 | 48% | \$ | 20.85 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 00012 | | | 01 | φ 10.17 | 1070 | V | 20.00 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T126 | ANALOG ECOWORX® TILE | TILE | SY | \$ 44.09 | 52% | \$ | 21.01 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | 0)(| | 500/ | | 04.40 | retardant for regulatory requirements | |
| 5T037 | HAZE ECOWORX® TILE | TILE | SY | \$ 44.01 | 52% | \$ | 21.12 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T004 | APPLIED ECOWORX® TILE | TILE | SY | \$ 43.40 | 51% | \$ | 21.15 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | • | V | 0170 | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T002 | VISIBLE ECOWORX® TILE | TILE | SY | \$ 43.40 | 51% | \$ | 21.23 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T108 | DUOTONE ECOWORX® TILE | TILE | SY | \$ 44.77 | 52% | \$ | 04.00 | retardant for regulatory requirements | Veg ICO14005 Dreduct |
| 51106 | | IILE | 51 | φ 44.77 | 52% | Þ | 21.28 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | 2.35% | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | retardant for regulatory requirements | |
| 5T240 | SHELTER ECOWORX® TILE | TILE | SY | \$ 44.04 | 51% | \$ | 21.41 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T003 | ABSORBED ECOWORX® TILE | TILE | SY | \$ 43.40 | 51% | \$ | 21.46 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T051 | * STILL ECOWORX® TILE | TILE | SY | \$ 47.59 | 55% | \$ | 21.56 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01001 | | | 01 | ψ 47.00 | 0070 | Ψ | 21.00 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T001 | VIBRANT ECOWORX® TILE | TILE | SY | \$ 43.40 | 50% | \$ | 21.57 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 57000 | | | 01 | | 50 01 | * | 04 50 | retardant for regulatory requirements | |
| 5T202 | ADVANCE ECOWORX® TILE | TILE | SY | \$ 45.36 | 52% | \$ | 21.58 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59455 | * FOCUS ECOWORX® TILE | TILE | SY | \$ 42.37 | 49% | \$ | 21.59 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | ļ | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |

| 59466 | MIRROR IMAGE ECOWORX® TILE | TILE | SY | \$ 44.77 | 52% | \$ 2 | 21.61 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|-------------------------------|------|----|----------|-----|------|-------|---|---------------------------------------|
| | | | | | | | | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 59550 | * SITE LINES ECOWORX® TILE | TILE | SY | \$ 44.45 | 51% | \$2 | 21.64 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T114 | LINEWEIGHT ECOWORX® TILE | TILE | SY | \$ 47.80 | 55% | \$2 | 21.64 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T203 | DASH ECOWORX® TILE | TILE | SY | \$ 45.36 | 52% | \$ 2 | 21.69 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T143 | EXPLORE ECOWORX® TILE | TILE | SY | \$ 48.47 | 55% | \$ 2 | 21.70 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T238 | NEST ECOWORX® TILE | TILE | SY | \$ 44.04 | 51% | \$2 | 21.70 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T128 | GLITCH ECOWORX® TILE 2.35% | TILE | SY | \$ 44.09 | 51% | \$2 | 21.72 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T205 | TURN ECOWORX® TILE | TILE | SY | \$ 45.36 | 52% | \$ 2 | 21.72 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T267 | SUPPORT TILE | TILE | SY | \$ 39.33 | 45% | \$ 2 | 21.75 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T268 | ESTABLISH TILE | TILE | SY | \$ 39.33 | 45% | \$ 2 | 21.75 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T269 | CONVENE TILE | TILE | SY | \$ 39.33 | 45% | \$ 2 | 21.75 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T194 | KUSA ECOWORX® TILE | TILE | SY | \$ 46.91 | 54% | \$ 2 | 21.77 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T130 | MANIPULATE ECOWORX® TILE | TILE | SY | \$ 44.09 | 51% | \$ 2 | 21.81 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T007 | SCULPT ECOWORX® TILE | TILE | SY | \$ 44.70 | 51% | \$ 2 | 21.85 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59343 | EMOTION ECOWORX TILE | TILE | SY | \$ 42.14 | 48% | \$ 2 | 22.05 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T239 | DWELLING ECOWORX® TILE | TILE | SY | \$ 44.04 | 49% | \$ 2 | 22.29 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| 5T204 | TRACK ECOWORX® TILE | TILE | SY | \$ 45.36 | 51% | \$ 22.40 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|----------------------------|------|----|----------|-----|-------------|---|---------------------------------------|
| | | | | | | | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 59358 | * COLOR PLAY ECOWORX® TILE | TILE | SY | \$ 48.06 | 53% | \$ 22.41 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T193 | HANA ECOWORX® TILE | TILE | SY | \$ 48.76 | 54% | \$ 22.67 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T006 | ALIGN ECOWORX® TILE | TILE | SY | \$ 44.70 | 49% | \$ 22.73 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T005 | TRACE ECOWORX® TILE | TILE | SY | \$ 44.70 | 49% | \$ 22.74 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59359 | * KINETIC ECOWORX® TILE | TILE | SY | \$ 47.92 | 52% | \$ 22.78 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59529 | BRILLIANCE ECOWORX® TILE | TILE | SY | \$ 41.25 | 45% | \$ 22.88 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59530 | STRIKING ECOWORX® TILE | TILE | SY | \$ 43.17 | 47% | \$ 23.04 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T059 | * EXPAND ECOWORX® TILE | TILE | SY | \$ 49.21 | 53% | \$ 23.09 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T113 | FINE POINT ECOWORX® TILE | TILE | SY | \$ 47.80 | 51% | \$ 23.24 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T151 | * EXPOSE ECOWORX® TILE | TILE | SY | \$ 46.53 | 50% | \$ 23.37 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T085 | INTERACT ECOWORX® TILE | TILE | SY | \$ 48.28 | 52% | \$ 23.38 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T083 | PAUSE ECOWORX® TILE | TILE | SY | \$ 47.11 | 50% | \$ 23.44 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T049 | * IGNITE ECOWORX® TILE | TILE | SY | \$ 47.59 | 51% | \$ 23.53 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59583 | CHROMA ECOWORX® TILE | TILE | SY | \$ 46.44 | 49% | \$ 23.59 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T192 | BOTAN ECOWORX® TILE | TILE | SY | \$ 48.76 | 52% | \$ 23.61 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| 5T241 | CURVE ECOWORX® TILE | TILE | SY | \$ 40.05 | 41% | \$ | 23.70 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|-----------------------------|------|-----|----------|-------|----|-------|---|-----------------------|
| | | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | retardant for regulatory requirements | |
| 5T242 | DIAGONAL ECOWORX® TILE | TILE | SY | \$ 40.05 | 41% | \$ | 23.70 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T243 | POINT ECOWORX® TILE | TILE | SY | \$ 40.05 | 41% | \$ | 23.70 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 51245 | | 11LC | 51 | φ 40.05 | 41/0 | φ | 23.70 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T017 | * QUARTZ ECOWORX® TILE | TILE | SY | \$ 52.78 | 55% | \$ | 23.76 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 10204 | COLOR CHOICE MODULAR | TILE | SY | \$ 51.89 | 54% | \$ | 23.77 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 10204 | | | 01 | φ 51.03 | 5470 | Ψ | 20.11 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T086 | VANTAGE ECOWORX® TILE | TILE | SY | \$ 47.11 | 49% | \$ | 23.82 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T084 | STEP ECOWORX® TILE | TILE | SY | \$ 47.11 | 49% | \$ | 23.85 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | • | | Ť | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T244 | SQUARE ECOWORX® TILE | TILE | SY | \$ 40.05 | 40% | \$ | 23.94 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T216 | SEEK ECOWORX® TILE | TILE | SY | \$ 51.79 | 54% | \$ | 23.96 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T152 | * RELIEF ECOWORX® TILE | TILE | SY | \$ 46.53 | 48% | \$ | 23.97 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 51152 | | IILC | 51 | φ 40.55 | 40 /0 | φ | 23.97 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T014 | * MICA ECOWORX® TILE | TILE | SY | \$ 52.78 | 55% | \$ | 23.99 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 59572 | * BLOCK PRINT ECOWORX® TILE | TILE | SY | \$ 46.70 | 48% | \$ | 24.20 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | • | • | | Ť | 0 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | 01/ | | 1001 | | | retardant for regulatory requirements | |
| 5T150 | UNCOVER ECOWORX® TILE | TILE | SY | \$ 46.53 | 48% | \$ | 24.20 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | retardant for regulatory requirements | |
| 59573 | EMBELLISH ECOWORX® TILE | TILE | SY | \$ 42.33 | 43% | \$ | 24.22 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 59591 | SKETCH ECOWORX® TILE | TILE | SY | \$ 48.86 | 50% | \$ | 24.23 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 00001 | | | 51 | ψ 40.00 | 5070 | Ψ | 27.23 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59368 | TRU COLOURS ECOWORX® TILE | TILE | SY | \$ 54.02 | 55% | \$ | 24.26 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | I | | | | I | | retardant for regulatory requirements | |

| 59592 | IMPRINT ECOWORX® TILE | TILE | SY | \$ 48.72 | 50% | \$ 24.39 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|-----------------------------|------|----|----------|-----|-------------|--|---------------------------------------|
| | | | | | | | Content Mineral based non-halogenated flame retardant for regulatory requirements | Specific EPD |
| 5T144 | LINGER ECOWORX® TILE | TILE | SY | \$ 47.21 | 48% | \$ 24.40 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame | Yes, ISO14025 Product Specific EPD |
| 59537 | * CITY GRID ECOWORX® TILE | TILE | SY | \$ 48.03 | 49% | \$ 24.41 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T016 | * JASPER ECOWORX® TILE | TILE | SY | \$ 52.78 | 54% | \$ 24.41 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59167 | * MERGE ECOWORX® TILE | TILE | SY | \$ 48.64 | 50% | \$ 24.42 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T141 | RENEW ECOWORX® TILE | TILE | SY | \$ 48.47 | 50% | \$ 24.47 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T035 | PORTAL ECOWORX® TILE | TILE | SY | \$ 54.43 | 55% | \$ 24.57 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59584 | SPECTRUM ECOWORX® TILE | TILE | SY | \$ 46.24 | 47% | \$ 24.59 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59597 | FADE ECOWORX® TILE | TILE | SY | \$ 52.77 | 53% | \$ 24.90 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59596 | BLUR ECOWORX® TILE | TILE | SY | \$ 52.77 | 52% | \$ 25.07 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59525 | PRAIRIE ECOWORX® TILE | TILE | SY | \$ 47.67 | 47% | \$ 25.26 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59598 | OVERLAY ECOWORX® TILE | TILE | SY | \$ 52.77 | 52% | \$ 25.28 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T091 | REST ECOWORX® TILE | TILE | SY | \$ 46.53 | 45% | \$ 25.44 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59361 | RADIANCE ECOWORX® TILE | TILE | SY | \$ 57.80 | 56% | \$ 25.72 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 59114 | VERTICAL EDGE ECOWORX® TILE | TILE | SY | \$ 54.94 | 53% | \$ 25.75 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 5T031 | WELCOME II ECOWORX® TILE | TILE | SY | \$ 55.19 | 53% | \$ 26.15 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| 59363 | RICHE ECOWORX® TILE | TILE | SY | \$ 48.32 | 45% | \$ | 26.53 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
|-------|-----------------------------------|------|----|-----------|------|----------|-------|---|---------------------------------------|
| 00000 | | | 01 | φ 40.02 | 4070 | U V | 20.00 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | • | | | | | retardant for regulatory requirements | |
| 59360 | GLITZ ECOWORX® TILE | TILE | SY | \$ 57.82 | 54% | \$ | 26.56 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | |
| 5T058 | ANGLE ECOWORX® TILE | TILE | SY | \$ 59.48 | 55% | \$ | 26.72 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | 01 | ¢ 00.10 | 0070 | V | 20.72 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59362 | LUMINOSITY ECOWORX® TILE | TILE | SY | \$ 57.96 | 54% | \$ | 26.94 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| CTOC7 | | | SY | ¢ 40.50 | 400/ | | 00.04 | retardant for regulatory requirements | Veg ICO14005 Dreduct |
| 5T257 | IMPRESSION I ECOWORX® TILE | TILE | 51 | \$ 46.53 | 42% | \$ | 26.94 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | Specific EPD |
| | | | | | | | | retardant for regulatory requirements | |
| 5T258 | IMPRESSION II ECOWORX® TILE | TILE | SY | \$ 46.53 | 42% | \$ | 26.94 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | - |
| | | | | | | | | retardant for regulatory requirements | |
| 5T259 | IMPRESSION III ECOWORX® TILE | TILE | SY | \$ 46.53 | 42% | \$ | 26.94 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T034 | PATH ECOWORX® TILE | TILE | SY | \$ 54.43 | 50% | \$ | 27.42 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01001 | | | 01 | \$ | 0070 | V | 21.12 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 59115 | * HORIZONTAL EDGE ECOWORX® TILE | TILE | SY | \$ 54.94 | 50% | \$ | 27.47 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T161 | COLOR SHIFT HEXAGON ECOWORX® TILE | TILE | SY | \$ 57.33 | 49% | \$ | 29.42 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 51101 | | | 51 | φ 57.55 | 49% | φ | 29.42 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | Specific EFD |
| | | | | | | | | retardant for regulatory requirements | |
| 5T041 | DYE LAB ECOWORX® TILE | TILE | SY | \$ 63.57 | 52% | \$ | 30.26 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T159 | BASE HEXAGON ECOWORX® TILE | TILE | SY | \$ 57.33 | 47% | \$ | 30.26 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T160 | CONTACT HEXAGON ECOWORX® TILE | TILE | SY | \$ 57.33 | 46% | \$ | 30.75 | retardant for regulatory requirements Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| 01100 | | | 01 | ¢ 07.00 | 1070 | V | 00.70 | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | -p |
| | | | | | | | | retardant for regulatory requirements | |
| 5T054 | PLANE HEXAGON ECOWORX® TILE | TILE | SY | \$ 64.14 | 52% | \$ | 30.87 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| 5T057 | BEVEL HEXAGON ECOWORX® TILE | TILE | SY | \$ 74.95 | 54% | \$ | 34.82 | retardant for regulatory requirements | Yes, ISO14025 Product |
| 51057 | | | Sĭ | φ (4.95 | 54% | Þ | 34.8Z | Trace amounts of Fly Ash from Recycled Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |
| 5T096 | CLOTH ECOWORX® TILE | TILE | SY | \$ 83.71 | 51% | \$ | 41.31 | Trace amounts of Fly Ash from Recycled | Yes, ISO14025 Product |
| | | | | | | ļ | | Content | Specific EPD |
| | | | | | | | | Mineral based non-halogenated flame | |
| | | | | | | | | retardant for regulatory requirements | |

| 5T260 | IMPRESSION IV ECOWORX® TILE | TILE | SY | \$ 46. | .53 | 42% | \$ 2,604.00 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
|-----------|-----------------------------|-----------|----|--------|-----|------|----------------|---|---------------------------------------|
| Resilient | | | 05 | (°) | 20 | F00/ | 0.01 | | |
| 0655V | TERRAIN 8 MIL | RESILIENT | SF | \$ 2. | .20 | 59% | \$ 0.91 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0656V | BRUSH 8 MIL | RESILIENT | SF | \$ 2. | .20 | 59% | \$ 0.91 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0565V | BRUSH 12 MIL | RESILIENT | SF | \$ 3. | .30 | 65% | \$ 1.14 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0566V | PLASTER 12 MILL | RESILIENT | SF | \$ 3. | .30 | 65% | \$ 1.14 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0567V | LINE 12 MIL | RESILIENT | SF | \$ 3. | .30 | 65% | \$ 1.14 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0453V | TERRAIN II 12MIL | RESILIENT | SF | \$ 3. | .00 | 62% | \$ 1.15 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0116V | NATIVE ORIGINS | RESILIENT | SF | \$ 2. | .86 | 57% | \$ 1.24 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0517V | TERRAIN 12MIL | RESILIENT | SF | \$ 3. | .30 | 62% | \$ 1.25 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0009V | DECO ADVANTAGE STONE | RESILIENT | SF | \$ 2. | .83 | 54% | \$ 1.30 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0553V | PLASTER 20 MIL | RESILIENT | SF | \$ 5. | .50 | 69% | \$ 1.71 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0454V | TERRAIN II 20MIL | RESILIENT | SF | \$ 5. | .50 | 65% | \$ 1.94 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0564V | TERRAIN 20MIL | RESILIENT | SF | \$ 5. | .50 | 65% | \$ 1.95 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0692V | INTRICATE | RESILIENT | SF | \$ 5. | .00 | 61% | \$ 1.95 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0552V | BRUSH 20 MIL | RESILIENT | SF | \$ 5. | .50 | 63% | \$ 2.02 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0554V | LINE 20 MIL | RESILIENT | SF | \$ 5. | .50 | 63% | \$ 2.02 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0502V | GRAIN - DIRECT GLUE | RESILIENT | SF | \$ 4. | .00 | 49% | \$ 2.03 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0514V | INTERVAL | RESILIENT | SF | \$ 5. | .00 | 59% | \$ 2.03 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0515V | SURFACE | RESILIENT | SF | \$ 5. | .00 | 59% | \$ 2.03 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0516V | STRAND | RESILIENT | SF | \$ 5. | .00 | 59% | \$ 2.03 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0188V | UNCOMMON GROUND 6" | RESILIENT | SF | \$ 4. | .77 | 57% | \$ 2.07 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0187V | UNCOMMON GROUND 4" | RESILIENT | SF | \$ 4. | .77 | 56% | \$ 2.08 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0993V | JOY SQUARED | RESILIENT | SF | \$ 5. | .00 | 57% | \$ 2.16 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0203V | CRETE | RESILIENT | SF | \$ 4. | .64 | 52% | \$ 2.21 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0215V | JEOGORI | RESILIENT | SF | \$ 4. | .64 | 52% | \$ 2.21 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0503V | PIGMENT - DIRECT GLUE | RESILIENT | SF | \$ 4. | .00 | 45% | \$ 2.21 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0892V | TERRAIN II 30 MIL | RESILIENT | SF | \$ 5. | .10 | 56% | \$ 2.23 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0618V | EMERGE | RESILIENT | SF | \$ 5. | .00 | 52% | \$ 2.42 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0601V | UNVEIL | RESILIENT | SF | \$ 5. | .15 | 52% | \$ 2.49 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0648V | SOLITUDE | RESILIENT | SF | \$ 5. | .15 | 51% | \$ 2.53 | PVC Content | YES, ISO14025 Industry Average EPD |

| | | · | | | | | | | |
|-----------------|---------------------------------------|-----------|------|-----------|-------|----------|--------|-------------|---------------------------------------|
| 0922V | CUT | RESILIENT | SF | \$ 5.00 | 49% | \$ | 2.54 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0364V | GRAIN | RESILIENT | SF | \$ 6.24 | 58% | \$ | 2.63 | PVC Content | YES, ISO14025 Industry |
| | | | | | | | | | Average EPD |
| 0945V | SHEAR | RESILIENT | SF | \$ 5.00 | 45% | \$ | 2.73 | PVC Content | YES, ISO14025 Industry |
| 098UV | COMPOSED | RESILIENT | SF | ¢ 6.60 | 57% | <u>۴</u> | 2.95 | PVC Content | Average EPD |
| 0980 V | COMPOSED | RESILIENT | SF | \$ 6.60 | 51% | \$ | 2.85 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0926V | INLET | RESILIENT | SF | \$ 6.00 | 52% | \$ | 2.87 | PVC Content | YES, ISO14025 Industry |
| | | | | | | | | | Average EPD |
| 0927V | COVE | RESILIENT | SF | \$ 6.00 | 52% | \$ | 2.87 | PVC Content | YES, ISO14025 Industry |
| 094UV | | RESILIENT | SF | \$ 6.60 | 57% | \$ | 2.87 | PVC Content | Average EPD YES, ISO14025 Industry |
| 0940 V | CONCRETE | RESILIENT | 56 | \$ 0.00 | 51 /0 | φ | 2.07 | FVC Content | Average EPD |
| 0365V | PIGMENT | RESILIENT | SF | \$ 6.24 | 53% | \$ | 2.93 | PVC Content | YES, ISO14025 Industry |
| | | | | | | | | | Average EPD |
| 0186V | QUIET COVER | RESILIENT | SF | \$ 6.74 | 56% | \$ | 2.98 | PVC Content | YES, ISO14025 Industry |
| 0895V | INNATE (BIO BASED) | RESILIENT | SF | \$ 9.00 | 52% | \$ | 4.33 | None | Average EPD Yes, ISO14025 Product |
| 00001 | | REGIEIENT | 0 | ψ 0.00 | 5270 | Ψ | 4.00 | None | Specific EPD |
| 0896V | IN TANDEM PLANK (BIO BASED) | RESILIENT | SF | \$ 9.00 | 52% | \$ | 4.33 | None | Yes, ISO14025 Product |
| | | | | | | | | | Specific EPD |
| 0733V | RETHINK | RESILIENT | SF | \$ 8.49 | 49% | \$ | 4.35 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0709V | SHIFT | RESILIENT | SF | \$ 8.57 | 49% | \$ | 4.39 | PVC Content | YES, ISO14025 Industry |
| | | | | • | | Ť | | | Average EPD |
| 0710V | TILT | RESILIENT | SF | \$ 8.57 | 48% | \$ | 4.48 | PVC Content | YES, ISO14025 Industry |
| 0554)/ | LEVEL HEXAGON | | SF | \$ 8.40 | 46% | \$ | 4.53 | PVC Content | Average EPD |
| 0551V | LEVEL HEXAGON | RESILIENT | SF | \$ 8.40 | 40% | Þ | 4.53 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0718V | ARTESIAN | RESILIENT | SY | \$ 12.24 | 51% | \$ | 6.02 | PVC Content | YES, ISO14025 Industry |
| | | | | | | | | | Average EPD |
| 0002V | NATURELIFE WOOD | RESILIENT | SY | \$ 48.80 | 53% | \$ | 22.71 | PVC Content | YES, ISO14025 Industry |
| 0873V | | RESILIENT | SY | \$ 44.29 | 47% | \$ | 23.63 | PVC Content | Average EPD YES, ISO14025 Industry |
| 00131 | | REGIEIENT | 01 | ψ -+25 | 4770 | Ψ | 20.00 | | Average EPD |
| 0797V | REED | RESILIENT | SY | \$ 44.29 | 45% | \$ | 24.47 | PVC Content | YES, ISO14025 Industry |
| 07001/ | | | 01/ | | 4=04 | | | | Average EPD |
| 0798∨ | ROJI | RESILIENT | SY | \$ 44.29 | 45% | \$ | 24.47 | PVC Content | YES, ISO14025 Industry Average EPD |
| 0513V | CHANGE | RESILIENT | SY | \$ 48.41 | 49% | \$ | 24.50 | PVC Content | YES, ISO14025 Industry |
| | | | | | | | | | Average EPD |
| 0796V | TATAMI | RESILIENT | SY | \$ 44.29 | 44% | \$ | 24.68 | PVC Content | YES, ISO14025 Industry |
| 0301V | BASSTONES | RESILIENT | SY | \$ 51.50 | 52% | \$ | 24.71 | PVC Content | Average EPD YES, ISO14025 Industry |
| 00010 | BAGGTONEG | REGIEIENT | 01 | ψ 01.00 | 5270 | Ψ | 24.71 | | Average EPD |
| 0512V | CONSTANT | RESILIENT | SY | \$ 48.41 | 48% | \$ | 25.23 | PVC Content | YES, ISO14025 Industry |
| 00071/ | | | 0)(| | 500/ | | 04.04 | N | Average EPD |
| 0897∨ | IN TANDEM SHEET (BIO BASED) | RESILIENT | SY | \$ 72.00 | 52% | \$ | 34.64 | None | Yes, ISO14025 Product Specific EPD |
| 302VS | COLLECTIVE TIME WELD ROD | RESILIENT | Roll | \$ 72.04 | 48% | \$ | 37.24 | PVC Content | No |
| 353VS | TERASU WELD ROD | RESILIENT | Roll | \$ 72.04 | 45% | \$ | 39.40 | PVC Content | No |
| 087VS | GROUNDWORKS | RESILIENT | Roll | \$ 75.00 | 45% | \$ | 41.61 | None | No |
| 071VS | HUSH II | RESILIENT | EA | \$ 319.88 | 43% | \$ | 183.57 | None | No |
| | | | | | | | | | |
| Sports Flooring | | | | | | | | | |
| 0003V | REXCOURT 4.5 (CONTAINER ONLY PRODUCT) | RESILIENT | SY | \$ 49.04 | 43% | \$ | 28.04 | PVC Content | No |
| 0004V | | RESILIENT | SY | \$ 56.37 | 43% | \$ | 32.08 | PVC Content | No |
| 0005V | REXCOURT 8 (CONTAINER ONLY PRODUCT) | RESILIENT | SY | \$ 70.14 | 45% | \$ | 38.89 | PVC Content | No |
| Adhesives | | | | | | | | | |
| 016VS | COPPER | RESILIENT | Kit | \$ 0.74 | 20% | \$ | 0.59 | None | No |
| | | | 1.01 | | 2070 | 1 * | 5.00 | | |

| H8300 | BROADLOOM MOISTURE IMPERVIOUS SEAM | BROADLOOM | EA | \$ 8.08 | 12% | \$ 7.14 | None | No |
|-------|---|-----------|-------|----------|-----|----------|---------------------|----|
| CATGA | SHAW TONGUE AND GROOVE ADHESIVE | HS | EA | \$ 13.70 | 45% | \$ 7.53 | None | No |
| 165VS | TRANSITION TAPE | RESILIENT | EA | \$ 16.00 | 44% | \$ 8.92 | None | No |
| H4000 | BROADLOOM SEAM SEALERS | BROADLOOM | EA | \$ 13.04 | 23% | \$ 10.08 | None | No |
| 350VS | QUARTER ROUND LVT | RESILIENT | EA | \$ 26.00 | 49% | \$ 13.33 | PVC Content | No |
| 015VS | RESILIENT SEAM SEALER | RESILIENT | EA | \$ 23.53 | 27% | \$ 17.20 | None | No |
| 166VS | COVE 1 GALLON ADHESIVE | RESILIENT | EA | \$ 42.00 | 49% | \$ 21.37 | None | No |
| H5001 | 5001 - CARPET TILE STANDARD ADHESIVE | TILE | Pail | \$ 26.73 | 17% | \$ 22.08 | None | No |
| 083VS | SELITAC UNDERLAYMENT 100 SF/ROLL | HS | Roll | \$ 23.00 | 4% | \$ 22.10 | None | No |
| CAREM | URETHANE ADHESIVE REMOVER | HS | Quart | \$ 47.90 | 46% | \$ 25.68 | None | No |
| CAA92 | SHAW URETHANE HARDWOOD ADHESIVE REMOVER WIPES | HS | EA | \$ 49.27 | 46% | \$ 26.41 | None | No |
| 348VS | MULTI PR RD LVT | RESILIENT | EA | \$ 52.00 | 46% | \$ 28.10 | PVC Content | No |
| 349VS | T-MOLDING LVT | RESILIENT | EA | \$ 52.00 | 46% | \$ 28.18 | PVC Content | No |
| 01X46 | QUARTER ROUND XRC - CONCRETE & COMPOSED | RESILIENT | EA | \$ 50.05 | 40% | \$ 29.86 | PVC Content | No |
| 066VS | SHAW S150 SPRAY ADHESIVE | RESILIENT | EA | \$ 54.84 | 43% | \$ 31.43 | None | No |
| 067VS | S150 - RESILIENT SPRAY (ROLLS) | RESILIENT | EA | \$ 54.84 | 43% | \$ 31.43 | None | No |
| SCUN1 | TERRAIN OMNI-TRANSITION | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.88 | PVC Content | No |
| SCUN2 | TERRAIN II OMNI-TRANSITION | RESILIENT | EA | \$ 45.50 | 26% | \$ 33.88 | PVC Content | No |
| 01X20 | BABY THRESHOLD XRC- CONCRETE & COMPOSED | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.89 | | No |
| H1200 | MULTI-PURPOSE ADHESIVE | BROADLOOM | Pail | \$ 47.10 | 28% | \$ 33.94 | None | No |
| 02X62 | T-MOLD XRC - CONCRETE & COMPOSED | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.19 | | No |
| 02W26 | T-MOLD CORETEC XL | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.22 | PVC Content | No |
| H1000 | BROADLOOM ADHESIVE | BROADLOOM | Pail | \$ 47.10 | 27% | \$ 34.22 | None | No |
| 01X70 | REDUCER XRC - CONCRETE & COMPOSED | RESILIENT | EA | \$ 50.05 | 31% | \$ 34.42 | PVC Content | No |
| 02W13 | FLUSH STAIR NOSE CORETEC EIRIS | RESILIENT | EA | \$ 50.05 | 31% | \$ 34.75 | | No |
| 02W16 | FLUSH STAIR NOSE CORETEC DEFINED | RESILIENT | EA | \$ 45.50 | 23% | \$ 34.84 | PVC Content | No |
| 02W04 | FLUSH STAIR NOSE CORETEC XL | RESILIENT | EA | \$ 50.05 | 30% | \$ 34.97 | PVC Content | No |
| 02W12 | FLUSH STAIR NOSE CORETEC LINEAR | RESILIENT | EA | \$ 45.50 | 23% | \$ 35.24 | PVC Content | No |
| 001VS | BIOLIFE WELD ROD | RESILIENT | Roll | \$ 72.04 | 51% | \$ 35.40 | PVC Content | No |
| 01X95 | STAIR NOSE XRC - CONCRETE & COMPOSED | RESILIENT | EA | \$ 59.68 | 40% | \$ 36.10 | PVC Content | No |
| 02W01 | FLUSH STAIR NOSE CORETEC 500 | RESILIENT | EA | \$ 50.05 | 27% | \$ 36.60 | PVC Content | No |
| 236VS | VITALITY WELD ROD | RESILIENT | Roll | \$ 72.04 | 48% | \$ 37.45 | PVC Content | No |
| 022VS | CHORDINATES WELD ROD | RESILIENT | Roll | \$ 72.04 | 48% | \$ 37.77 | PVC Content | No |
| 002VS | NATURELIFE WELD ROD | RESILIENT | Roll | \$ 72.04 | 48% | \$ 37.78 | PVC Content | No |
| SCQT1 | TERRAIN QUARTER ROUND | RESILIENT | EA | \$ 50.05 | 23% | \$ 38.76 | PVC Content | No |
| SCQT2 | TERRAIN II QUARTER ROUND | RESILIENT | EA | \$ 45.50 | 15% | \$ 38.76 | PVC Content | No |
| 02W06 | FLUSH STAIR NOSE CORETEC 700 | RESILIENT | EA | \$ 50.05 | 22% | \$ 38.94 | PVC Content | No |
| 02W74 | BABY THRESHOLD CAMARET | HS | EA | \$ 67.10 | 39% | \$ 40.66 | None | No |
| 347VS | STAIRNOSE LVT | RESILIENT | EA | \$ 64.00 | 36% | \$ 40.74 | PVC Content | No |
| 02W17 | FLUSH STAIR NOSE XRC - CONCRETE & COMPOSED | RESILIENT | EA | \$ 59.68 | 30% | \$ 41.97 | | No |
| H1036 | SUPERIOR GRADE MULTIPURPOSE ADHESIVE CONTAINING FLORSEPT AATC174 | BROADLOOM | Pail | \$ 56.72 | 26% | \$ 42.19 | Added Antimicrobial | No |
| SCSN1 | TERRAIN STAIRNOSE | RESILIENT | EA | \$ 59.68 | 28% | \$ 42.69 | PVC Content | No |
| SCSN2 | TERRAIN II STAIRNOSE | RESILIENT | EA | \$ 54.25 | 21% | \$ 42.69 | | No |
| 027VS | SHAW 4100-1G | RESILIENT | Pail | \$ 79.88 | 46% | \$ 43.32 | | No |
| 028VS | 4100 - RESILIENT 1 GALLON ADHESIVE(ROLLS) | RESILIENT | Pail | \$ 79.88 | 46% | \$ 43.32 | | No |
| UV856 | 4100 - RESILIENT 1 GALLON ADHESIVE (UNITS) | RESILIENT | Pail | \$ 79.88 | 46% | \$ 43.32 | | No |
| H3800 | 3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE | BROADLOOM | Pail | \$ 58.33 | 23% | \$ 45.04 | | No |
| L3800 | 3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE UNITS | BROADLOOM | Pail | \$ 58.33 | 23% | \$ 45.04 | None | No |
| N3800 | 3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE | TILE | Pail | \$ 58.33 | 23% | \$ 45.04 | None | No |
| H3600 | ECO FLOR SEPT ADHESIVE | BROADLOOM | Pail | \$ 61.26 | 24% | \$ 46.26 | Added Antimicrobial | No |
| 096VS | VSM VERSASHIELD 2" TAPE | RESILIENT | EA | \$ 71.25 | 33% | \$ 48.08 | | No |

| 04W19 | T-MOLD CAMARET | HS | EA | \$ 67.10 | 26% | \$ | 49.69 | None | No |
|----------------|--|-----------|-----------------------|-----------------------|------------|-------|-------|---------------------|----|
| 03W38 | REDUCER CAMARET | HS | EA | \$ 67.10 | 24% | | 50.81 | None | No |
| 03W07 | QUARTER ROUND CAMARET | HS | EA | \$ 67.10 | 19% | | 54.21 | None | No |
| 031VS | 9050 RESILIENT FLOOR PRIMER (ROLLS) | RESILIENT | Pail | \$ 95.69 | 43% | | 54.32 | None | No |
| 031VU | 9050 - RESILIENT FLOOR PRIMER UNITS | RESILIENT | Pail | \$ 95.69 | 43% | | 54.32 | None | No |
| 032VS | RESILIENT FLOOR PRIMER | RESILIENT | Pail | \$ 95.69 | 43% | - | 54.32 | None | No |
| H9050 | CARPET FLOOR PRIMER | BROADLOOM | Pail | \$ 95.69 | 43% | | 54.32 | None | No |
| H905U | 9050 - FLOOR PRIMER UNITS | BROADLOOM | Pail | \$ 95.69 | 43% | | 54.32 | None | No |
| 097VS | VSM MBX VERSASHIELD 2.5" TAPE (ROLLS) | RESILIENT | Roll | \$ 88.75 | 33% | | 59.54 | None | No |
| 098VS | VSM VERSASHIELD 4" DS TAPE | RESILIENT | Roll | \$ 86.25 | 31% | - | 59.54 | None | No |
| 146VS | RESILIENT CARPET REDUCER | RESILIENT | Box | \$ 126.00 | 53% | | 59.71 | None | No |
| 021VS | REXCOURT WELD ROD | RESILIENT | Roll | \$ 119.60 | 50% | | 59.91 | PVC Content | No |
| 00LDA | | TILE | EA | \$ 82.10 | 23% | | 63.40 | None | No |
| 141VS | COVE TUBE ADHESIVE | RESILIENT | Box | \$ 134.00 | 52% | | 63.85 | None | No |
| 03W73 | STAIR CAP CAMARET | HS | EA | \$ 134.00 | 21% | | 64.25 | None | No |
| | BIO-BASED WELD ROD | RESILIENT | Roll | · | 49% | | 69.38 | | No |
| 270VS N5000 | 5000 PRESSURE SENSITIVE TILE ADHESIVE | TILE | Pail | \$ 135.00 \$ 94.22 | 49% 24% | | 71.81 | None | No |
| | | TILE | | | | | | None | |
| N5100 | 5100 - PRESSURE SENSITIVE ADHESIVE 4"W X 120'L WALL BASE ROLL | | Pail | \$ 94.22 | 24% | | 71.81 | None RVC Content | No |
| 148VS | | | Roll | \$ 160.80 | 53% | | 76.19 | PVC Content | No |
| N5036 | 5036 - TILE ADHESIVE W/ ANTIMICROBIAL | | Pail 4 Callon Pail | \$ 99.68 | 23% | | 76.62 | Added Antimicrobial | No |
| 100CA | MM800 7300 - OUTDOOR TURF ADHESIVE | RESILIENT | 4 Gallon Pail | \$ 160.00 | 48% | | 83.37 | None | No |
| J7300 | | BROADLOOM | Pail | \$ 103.12 | 19% | - | 83.63 | None | No |
| 179PE | 4"W X 120'L TOELESS WALL BASE ROLL | RESILIENT | Roll | \$ 160.80 | 47% | | 84.72 | PVC Content | No |
| H6200 | | BROADLOOM | Pail | \$ 110.11 | 23% | | 85.22 | None | No |
| H620U | 6200 - ADHESIVE DETACKIFIER UNITS | BROADLOOM | Pail | \$ 110.11 | 23% | | 85.22 | None | No |
| N620U | | TILE | Pail | \$ 110.11 | 23% | | 85.22 | None | No |
| | ECOMADE HARDWOOD ADHESIVE 4 GALLON | HS | Pail | \$ 138.95 | 34% | | 91.12 | None | No |
| 109VS | SHAW 200 - RESILIENT | RESILIENT | EA | \$ 100.00 | 9% | | 91.39 | None | No |
| 336VS | 4" METALLIC WALL BASE ROLL | RESILIENT | Roll | \$ 160.80 | 43% | | 91.74 | PVC Content | No |
| 304VS | SHAW MS RESILIENT | RESILIENT | 2 Gallon Pail | \$ 172.00 | 45% | | 93.97 | None | No |
| 02W65 | GU35 WOOD & BAMBOO ADHESIVE | RESILIENT | EA | \$ 210.00 | 53% | | 99.21 | None | No |
| CA884 | SHAW 35MC | HS | EA | \$ 202.90 | 43% | | 15.47 | None | No |
| LOK4S | CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE | TILE | EA | \$ 225.00 | 45% | \$ 12 | 24.46 | None | No |
| 009VS | 4100 - RESILIENT 4 GALLON ADHESIVE(ROLLS) | RESILIENT | EA | \$ 261.85 | 51% | \$ 12 | 29.12 | None | No |
| 012VS | 4100-4G ADHESIVE | RESILIENT | EA | \$ 261.85 | 51% | \$ 12 | 29.12 | None | No |
| UVS12 | 4100 - RESILIENT 4 GALLON ADHESIVE (UNITS) | RESILIENT | EA | \$ 261.85 | 51% | \$ 1 | 29.12 | None | No |
| CAA91 | SHAW URETHANE HARDWOOD ADHESIVE 4 GALLON | HS | Pail | \$ 208.37 | 29% | \$ 1· | 47.52 | None | No |
| CAADH | SHAW URE-BOND ADHESIVE 4 GALLON | HS | Pail | \$ 210.51 | 30% | \$ 1. | 47.52 | None | No |
| 340VS | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | RESILIENT | EA | \$ 214.94 | 25% | | 61.87 | None | No |
| 9150N | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | TILE | EA | \$ 214.94 | 25% | \$ 10 | 61.87 | None | No |
| F9150 | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | BROADLOOM | EA | \$ 214.94 | 25% | \$ 10 | 61.87 | None | No |
| LWRX0 | LOKWORX BOX | TILE | EA | \$ 213.96 | 24% | \$ 1 | 63.42 | None | No |
| H9000 | BARRIER COAT FLOOR ENCAPSULATION | BROADLOOM | Pail | \$ 236.37 | 24% | \$ 1 | 79.65 | None | No |
| H900U | 9000 - BARRIER COAT UNITS | BROADLOOM | Pail | \$ 236.37 | 24% | \$ 1 | 79.65 | None | No |
| N900U | 9000 - BARRIER COAT UNITS | TILE | Pail | \$ 236.37 | 24% | \$ 1 | 79.65 | None | No |
| 00LDR | LOKDOKS | TILE | EA | \$ 375.00 | 46% | \$ 2 | 02.80 | None | No |
| AVEUU | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM UNITS | TILE | Roll | \$ 409.08 | 24% | | 11.55 | None | No |
| AVNET | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM | TILE | Roll | \$ 409.08 | 24% | | 11.55 | None | No |
| AVSCC | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM | BROADLOOM | Roll | \$ 409.08 | 24% | | 11.55 | None | No |
| AVSTR | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM | BROADLOOM | Roll | \$ 409.08 | 24% | | 11.55 | None | No |
| CU034 | CUSHIONWORX 3MM | TILE | Roll | \$ 386.56 | 10% | \$ 3 | 46.69 | None | No |

| 0041/8 | | RESILIENT | ۲۸ | ¢ 007 50 | 220/ | \$ 607. | 00 None | No |
|----------------|--|-----------|----------|--------------------------|------------|--------------------|----------------|---------------------------------------|
| 094VS 9125H | VS-60 VERSASHIELD 60 MOISTURETEK | BROADLOOM | EA EA | \$ 897.50 \$ 887.18 | 32% 22% | \$ 607. \$ 695. | | No No |
| 9125H 9125J | MOISTURETEK | RESILIENT | EA | \$ 887.18 | 22% | \$ 695 | | No |
| 91255 9125N | MOISTURETEK | TILE | EA | \$ 887.18 | 22% | \$ 695 | | No |
| | SPORT INSTALLATION KIT | BROADLOOM | EA | | | \$ 726 | | No |
| 00048 095VS | VS-60 MBX VERSASHIELD 60 | RESILIENT | Roll | \$ 927.27 \$ 2,556.25 | 22% 34% | \$ 1,688 | | No |
| | V3-60 MBA VERSASHIELD 60 | RESILIENT | RUII | \$ 2,550.25 | 34% | φ 1,000 | livone | INO |
| Hardwood | | 110 | 05 | (| 500/ | A | 70 | N - |
| CA362 | | HS | SF | \$ 9.00 | 58% | - | 76 None | No |
| CA361 | | HS | SF | \$ 9.00 | 50% | - | 54 None | No |
| CA308 | REFINED | HS | SF | \$ 11.00 | 50% | | 47 None | No |
| CA350 | BESPOKE | HS | SF | \$ 9.90 | 40% | | 90 None | No |
| CA364 | HANDCRAFTED ENGINEERED WOOD | HS | EA | \$ 13.00 | 51% | | 37 None | No |
| | | HS | EA | \$ 9.33 | 27% | - | 80 None | No |
| 203UV | | HS | SF | \$ 12.36 | 43% | | 04 None | No |
| CAQTR | QUARTER ROUND (96" LENGTH) | HS | EA | \$ 23.75 | 46% | | 86 None | No |
| | QUARTER ROUND | HS | EA | \$ 23.75 | 46% | - | 86 None | No |
| LCSTR | STAIRNOSE | HS | EA | \$ 23.75 | 46% | \$ 12. | | No |
| LCMPR | MULTI PURPOSE REDUCER | HS | EA | \$ 24.64 | 46% | \$ 13. | | No |
| LCTM1 | T- MOLDING | HS | EA | \$ 30.30 | 46% | \$ 16 | | No |
| CATMW | T - MOLDING | HS | EA | \$ 67.50 | 48% | \$ 34. | | No |
| LCTRK | MOLDING TRACK | HS | EA | \$ 72.50 | 46% | \$ 39. | | No |
| LCSSU | SILENT STEP ULTRA UNDERLAYMENT (100 SQ FT) | HS | Roll | \$ 56.22 | 29% | \$ 39. | 91 None | No |
| САТМН | T - MOLDING | HS | EA | \$ 82.50 | 48% | \$ 42 | 53 None | No |
| CRW38 | FLUSH REDUCER | HS | EA | \$ 85.00 | 48% | \$ 43. | 81 None | No |
| CCW38 | THRESHOLD | HS | EA | \$ 87.50 | 48% | \$ 45. | 10 None | No |
| CORH2 | OVERLAP REDUCER | HS | EA | \$ 95.00 | 48% | \$ 48. | 97 None | No |
| CORW8 | OVERLAP REDUCER | HS | EA | \$ 95.00 | 48% | \$ 48. | 97 None | No |
| CRH12 | FLUSH REDUCER | HS | EA | \$ 100.00 | 48% | \$ 51. | 55 None | No |
| CSW38 | FLUSH STAIRNOSE | HS | EA | \$ 100.00 | 48% | \$ 51. | 55 None | No |
| LCTMD | T- MOLDING | HS | EA | \$ 102.50 | 46% | \$ 55. | 47 None | No |
| COSH2 | OVERLAP STAIRNOSE | HS | EA | \$ 130.00 | 48% | \$ 67. | 01 None | No |
| CSH12 | FLUSH STAIRNOSE | HS | EA | \$ 137.50 | 49% | \$ 70. | 00 None | No |
| LC084 | SILENT STEP ULTRA JUMBO ROLL (1000 SQ.FT.) | HS | Roll | \$ 511.89 | 31% | \$ 354. | 12 None | No |
| US Floors | | | | | | | | |
| 022UV | STRATUM VORTEX | RESILIENT | SF | \$ 5.90 | 55% | \$ 2. | 66 PVC Content | YES, ISO14025 Industry |
| | | | | | | | | Average EPD |
| 023UV | STRATUM 500 - 50050DLV500 | RESILIENT | SF | \$ 7.07 | 59% | \$ 2. | 87 PVC Content | YES, ISO14025 Industry |
| 024UV | STRATUM 700 - 70050DLV700 | RESILIENT | SF | \$ 7.07 | 59% | \$ 2. | 87 PVC Content | Average EPD YES, ISO14025 Industry |
| | | | | | | | | Average EPD |
| 032UV | STRATUM 1200 | RESILIENT | SF | \$ 7.07 | 59% | \$ 2. | 87 PVC Content | YES, ISO14025 Industry |
| | | | | | | | | Average EPD |
| 033UV | STRATUM 1800 | RESILIENT | SF | \$ 6.43 | 55% | \$ 2. | 87 PVC Content | YES, ISO14025 Industry |
| 0.501.11./ | | | ~- | | | | | Average EPD |
| 058UV | STRATUM DEFINED - 50DLV3001 | RESILIENT | SF | \$ 7.01 | 54% | \$ 3. | 24 PVC Content | YES, ISO14025 Industry Average EPD |
| 055UV | STRATUM LINEAR | RESILIENT | SF | \$ 6.80 | 48% | \$ 3. | 53 PVC Content | YES, ISO14025 Industry |
| 034UV | STRATUM XL | RESILIENT | SF | \$ 8.33 | 55% | \$ 3. | 71 PVC Content | Average EPD YES, ISO14025 Industry |
| | | | | | | | | Average EPD |
| 053UV | STRATUM EIRIS | RESILIENT | SF | \$ 8.33 | 55% | \$ 3. | 79 PVC Content | YES, ISO14025 Industry Average EPD |
| 205UV | MIDTOWN REVIVAL SMOOTH | RESILIENT | SF | \$ 11.00 | 41% | \$ 5. | 50 PVC Content | YES, ISO14025 Industry |
| | | | | | | <u> </u> | | Average EPD |
| 206UV | MIDTOWN REVIVAL HANDSCRAPED | RESILIENT | SF | \$ 10.00 | 45% | \$ 6 | 50 PVC Content | YES, ISO14025 Industry |
| 204UV | PALISADES | RESILIENT | SF | \$ 20.00 | 51% | \$ 9 | 89 PVC Content | Average EPD YES, ISO14025 Industry |
| | | | 0. | ÷ 20.00 | 0170 | | | Average EPD |
| 01W29 | QUARTER ROUND CORETEC XL | RESILIENT | EA | \$ 50.05 | 47% | \$ 26 | 49 PVC Content | No |

| 01W25 | QUARTER ROUND CORETEC 1800 | RESILIENT | EA | \$ 45.50 | 41% | \$ 27.06 | PVC Content | No |
|-------|--------------------------------|-----------|----|----------|-----|----------|-------------|----|
| 01A02 | BABY THRESHOLD CORETEC 1800 | RESILIENT | EA | \$ 45.50 | 39% | \$ 27.61 | PVC Content | No |
| 01W40 | QUARTER ROUND CORETEC EIRIS | RESILIENT | EA | \$ 50.05 | 35% | \$ 32.44 | PVC Content | No |
| 01W27 | QUARTER ROUND CORETEC 500 | RESILIENT | EA | \$ 50.05 | 35% | \$ 32.45 | PVC Content | No |
| 01W50 | REDUCER CORETEC 1800 | RESILIENT | EA | \$ 45.50 | 29% | \$ 32.47 | PVC Content | No |
| 02W22 | T-MOLD CORETEC 1800 | RESILIENT | EA | \$ 45.50 | 29% | \$ 32.47 | PVC Content | No |
| 01W74 | STAIR NOSE CORETEC 1800 | RESILIENT | EA | \$ 54.25 | 39% | \$ 33.20 | PVC Content | No |
| 02W20 | T-MOLD CORETEC 1200 | RESILIENT | EA | \$ 50.05 | 33% | \$ 33.46 | PVC Content | No |
| 01W08 | BABY THRESHOLD CORETEC VORTEX | RESILIENT | EA | \$ 50.05 | 33% | \$ 33.62 | PVC Content | No |
| 02W57 | T-MOLD CORETEC EIRIS | RESILIENT | EA | \$ 50.05 | 33% | \$ 33.63 | PVC Content | No |
| 01V64 | REDUCER CORETEC LINEAR | RESILIENT | EA | \$ 50.05 | 33% | \$ 33.69 | PVC Content | No |
| 01V13 | BABY THRESHOLD CORETEC LINEAR | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.88 | PVC Content | No |
| 02V56 | T-MOLD CORETEC LINEAR | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.90 | PVC Content | No |
| 01W58 | REDUCER CORETEC VORTEX | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.92 | PVC Content | No |
| 01W04 | BABY THRESHOLD CORETEC XL | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.95 | PVC Content | No |
| 02W28 | T-MOLD CORETEC 700 | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.97 | PVC Content | No |
| 02W30 | T-MOLD CORETEC VORTEX | RESILIENT | EA | \$ 50.05 | 32% | \$ 33.98 | PVC Content | No |
| 02W24 | T-MOLD CORETEC 500 | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.01 | PVC Content | No |
| 01W02 | BABY THRESHOLD CORETEC 500 | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.04 | PVC Content | No |
| D1W54 | REDUCER CORETEC 500 | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.13 | PVC Content | No |
| D1W48 | REDUCER CORETEC 1200 | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.15 | PVC Content | No |
| D1W14 | BABY THRESHOLD CORETEC EIRIS | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.16 | PVC Content | No |
| D1X54 | REDUCER CORETEC XL | RESILIENT | EA | \$ 50.05 | 32% | \$ 34.27 | PVC Content | No |
| 01V18 | BABY THRESHOLD CORETEC DEFINED | RESILIENT | EA | \$ 50.05 | 31% | \$ 34.66 | PVC Content | No |
| D1W06 | BABY THRESHOLD CORETEC 700 | RESILIENT | EA | \$ 50.05 | 31% | \$ 34.69 | PVC Content | No |
| 02W61 | T-MOLD CORETEC DEFINED | RESILIENT | EA | \$ 50.05 | 31% | \$ 34.69 | PVC Content | No |
| 01V69 | REDUCER CORETEC DEFINED | RESILIENT | EA | \$ 50.05 | 30% | \$ 34.92 | PVC Content | No |
| D1W31 | QUARTER ROUND CORETEC 700 | RESILIENT | EA | \$ 50.05 | 30% | \$ 34.96 | PVC Content | No |
| D1W65 | REDUCER CORETEC EIRIS | RESILIENT | EA | \$ 50.05 | 30% | \$ 35.11 | PVC Content | No |
| D1W33 | QUARTER ROUND CORETEC VORTEX | RESILIENT | EA | \$ 50.05 | 29% | \$ 35.46 | PVC Content | No |
| D1W56 | REDUCER CORETEC 700 | RESILIENT | EA | \$ 50.05 | 26% | \$ 37.28 | PVC Content | No |
| D1W56 | REDUCER CORETEC 700 | RESILIENT | EA | \$ 50.05 | 26% | \$ 37.28 | PVC Content | No |
|)1V89 | STAIR NOSE CORETEC LINEAR | RESILIENT | EA | \$ 59.68 | 36% | \$ 38.11 | PVC Content | No |
| D1V39 | QUARTER ROUND CORETEC LINEAR | RESILIENT | EA | \$ 50.05 | 23% | \$ 38.76 | PVC Content | No |
|)1V45 | QUARTER ROUND CORETEC DEFINED | RESILIENT | EA | \$ 50.05 | 23% | \$ 38.76 | PVC Content | No |
| 01W00 | BABY THRESHOLD CORETEC 1200 | RESILIENT | EA | \$ 50.05 | 23% | \$ 38.76 | PVC Content | No |
| 01W22 | QUARTER ROUND CORETEC 1200 | RESILIENT | EA | \$ 50.05 | 23% | \$ 38.76 | PVC Content | No |
| D1X78 | STAIR NOSE CORETEC XL | RESILIENT | EA | \$ 59.68 | 33% | \$ 40.28 | PVC Content | No |
| D1V94 | STAIR NOSE CORETEC DEFINED | RESILIENT | EA | \$ 59.68 | 32% | \$ 40.75 | PVC Content | No |
| D1W80 | STAIR NOSE CORETEC 700 | RESILIENT | EA | \$ 59.68 | 31% | \$ 41.23 | PVC Content | No |
| 01W82 | STAIR NOSE CORETEC VORTEX | RESILIENT | EA | \$ 59.68 | 31% | \$ 41.28 | PVC Content | No |
| 01W78 | STAIR NOSE CORETEC 500 | RESILIENT | EA | \$ 59.68 | 31% | \$ 41.32 | PVC Content | No |
| 01W90 | STAIR NOSE CORETEC EIRIS | RESILIENT | EA | \$ 59.68 | 30% | \$ 42.02 | PVC Content | No |
| 01W72 | STAIR NOSE CORETEC 1200 | RESILIENT | EA | \$ 59.68 | 23% | \$ 46.21 | PVC Content | No |

The products above marked with an * are solution dyed, however, they are not 100% solution dyed. We believe these products will perform according to your requirements. Broadloom products listed above do not meet UCOP's recycled content requirements. Pricing above is effective from October 1, 2019 - September 30, 2020. ACH Net 60

Attachment B - University of California Price Schedule

| Style Number | Style Name | Туре | UOM | | List | Discount Off List | Price | Chemicals of Concern | EPD |
|--------------------|------------------------------------|-----------|----------|----------|----------------|----------------------|--------------------|---|---|
| Broadloom 10442 | RESPITE CLASSICBAC® | BROADLOOM | SY | \$ | 16.29 | 53% | \$ 7.62 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10249 | STRIDE CLASSICBAC® | BROADLOOM | SY | \$ | 15.12 | 47% | \$ 8.03 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10250 | PACE CLASSICBAC® | BROADLOOM | SY | \$ | 15.09 | 47% | \$ 8.06 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10347 | ABODE CLASSICBAC® | BROADLOOM | SY | \$ | 15.75 | 48% | \$ 8.13 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10120 | SCHOLASTIC II-26 CLASSICBAC® | BROADLOOM | SY | \$ | 16.57 | 51% | \$ 8.20 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10251 | GAIT CLASSICBAC® | BROADLOOM | SY | \$ | 15.08 | 45% | \$ 8.24 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Z6432 | BUY IN CLASSICBAC® | BROADLOOM | SY | \$ | 17.20 | 51% | \$ 8.36 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Z6434 | TRADE UP CLASSICBAC® | BROADLOOM | SY | \$ | 17.22 | 51% | \$ 8.36 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10162 | OPPORTUNITY KNOCKS CLASSICBAC® | BROADLOOM | SY | \$ | 18.27 | 54% | \$ 8.44 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10527 | MOTIF | BROADLOOM | SY | \$ | 16.29 | 48% | \$ 8.51 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10124 | WORK IT CLASSICBAC® | BROADLOOM | SY | \$ | 17.95 | 52% | \$ 8.58 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Z6436 | PAY OFF CLASSICBAC® | BROADLOOM | SY | \$ | 17.69 | 51% | \$ 8.58 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10464 | | BROADLOOM | SY | \$ | 15.39 | 44% | \$ 8.64 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10366 | WORD OF MOUTH CLASSICBAC® | BROADLOOM | SY | \$ | 17.46 | 48% | \$ 9.12 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10522 | | BROADLOOM | SY | \$ | 18.09 | 49% | \$ 9.23 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10523 10272 | CENTERLINE 30'S III CLASSICBAC® | BROADLOOM | SY SY | <u>۵</u> | 18.09 17.40 | 49% | \$ 9.23 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10246 | * APPROACH CLASSICBAC® | BROADLOOM | SY | φ | 17.40 | 47% | \$ 9.25 \$ 9.32 | Mineral based non-halogenated flame retardant for regulatory requirements Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD Yes, ISO14025 Product Specific |
| 10248 | | BROADLOOM | SY | ۹ ۹ | 18.09 | 48% | \$ 9.32 \$ 9.33 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10248 | HOMEROOM II-26 ULTRALOC® PATTERN | BROADLOOM | SY | φ | 18.13 | 49% | \$ 9.33 \$ 9.34 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10368 | SEAL THE DEAL CLASSICBAC® | BROADLOOM | SY | Ψ | 19.57 | 52% | \$ 9.45 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10369 | PUBLIC AFFAIRS CLASSICBAC® | BROADLOOM | SY | ۴ ۶ | 17.46 | 44% | \$ 9.73 | Mineral based non-halogenated flame retardant for Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10068 | SOCRATES II-26 ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 18.37 | 47% | \$ 9.78 | Mineral based non-halogenated flame retardant for Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10200 | WINDSWEPT CLASSICBAC® | BROADLOOM | SY | \$ | 19.05 | 49% | \$ 9.79 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10528 | ESTATE | BROADLOOM | SY | \$ | 19.26 | 49% | \$ 9.79 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10121 | SCHOLASTIC II-28 ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 18.78 | 48% | \$ 9.85 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10440 | COMMIT ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 18.34 | 46% | \$ 9.87 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10351 | HOMEROOM V.3.0 ULTRALOC PATTERN | BROADLOOM | SY | \$ | 18.27 | 44% | \$ 10.22 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10069 | SOCRATES II-28 ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 20.03 | 49% | \$ 10.23 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10367 | SHAKE ON IT CLASSICBAC® | BROADLOOM | SY | \$ | 19.57 | 47% | \$ 10.28 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10485 | CAMBER ULTRALOC® | BROADLOOM | SY | \$ | 17.73 | 41% | \$ 10.51 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| 10109 | STRUT YOUR STUFF ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 24.02 | 56% | \$ 10.56 | regulatory requirements Mineral based non-halogenated flame retardant for | EPD Yes, ISO14025 Product Specific |
| | | | | | | | | regulatory requirements | EPD |

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|----------------|--|-----------|----------|----------|----------------|------------|----------|-------|--|---------------------------------------|
| 10441 | SUCCEED ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 19.57 | 46% | \$ | 10.59 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10104 | BEST FOOT FORWARD ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 22.78 | 53% | \$ | 10.65 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10439 | DECIDE ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 20.81 | 49% | \$ | 10.66 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10164 | * BIG SPLASH ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 21.05 | 49% | \$ | 10.73 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10487 | INTERVAL ULTRALOC® | BROADLOOM | SY | \$ | 17.73 | 39% | \$ | 10.80 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10486 | INTERCEPT ULTRALOC® | BROADLOOM | SY | \$ | 17.73 | 39% | \$ | 10.83 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10129 | * NIGHT MOVES ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 25.52 | 57% | \$ | 10.89 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10131 | COLOR YOUR WORLDULTRALOC® PATTERN | BROADLOOM | SY | \$ | 22.21 | 51% | \$ | 10.92 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10147 | FAMOUS LAST WORDS II ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 24.96 | 55% | \$ | 11.27 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10148 | HEADLINES II ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 24.92 | 55% | \$ | 11.27 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10157 | * TWIST & SHOUT II ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 24.93 | 55% | \$ | 11.27 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10444 | TRIED CLASSICBAC® | BROADLOOM | SY | \$ | 25.30 | 54% | \$ | 11.56 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10443 | TESTED CLASSICBAC® | BROADLOOM | SY | \$ | 24.73 | 52% | \$ | 11.77 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10445 | TRUE CLASSICBAC® | BROADLOOM | SY | \$ | 25.30 | 53% | \$ | 11.86 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10202 | SABRE CLASSICBAC® | BROADLOOM | SY | \$ | 26.51 | 55% | \$ | 11.95 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10352 | HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 25.01 | 49% | \$ | 12.73 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10165 | * BIG SPLASH ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 28.70 | 51% | \$ | 13.92 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10203 | COLOR CHOICE ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 40.23 | 62% | \$ | 15.39 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10402 | AFICIONADO ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 27.21 | 41% | \$ | 15.96 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10498 | BASQUE ULTRALOC® | BROADLOOM | SY | \$ | 32.98 | 48% | \$ | 17.31 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10497 | ARAGON ULTRALOC® | BROADLOOM | SY | \$ | 32.98 | 46% | \$ | 17.70 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10413 | HALLO ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 36.34 | 50% | \$ | 18.01 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10415 | CIAO ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 36.34 | 48% | \$ | 19.06 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10414 | NIHAO ULTRALOC® PATTERN | BROADLOOM | SY | \$ | 36.34 | 46% | \$ | 19.52 | Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10398 | BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 42.41 | 52% | \$ | 20.37 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Walk-off | | · · · | | | • | | | | | |
| 10306 | ENTRY POINT MODULAR | TILE | SY | \$ | 55.19 | 45% | \$ | 30.54 | Trace amounts of Fly Ash from Recycled Content | No |
| 10376 | PRADO ECOWORX® PERFORMANCE BROADLOOM | BROADLOOM | SY | \$ | 57.35 | 46% | \$ | 31.02 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Tile | | | | · | 1 | | | | | |
| 10461 | SKILL MODULAR | TILE | SY | \$ | 23.31 | 52% | \$ | | based non-halogenated flame retardant for regulatory requi | |
| 10459 | | TILE | SY | \$ | 23.31 | 50% | \$ | | based non-halogenated flame retardant for regulatory requi | |
| 10460 10499 | LOGIC MODULAR NATURAL FORM MODULAR | TILE | SY SY | \$ | 23.31 25.56 | 50% 48% | \$ \$ | | based non-halogenated flame retardant for regulatory requi based non-halogenated flame retardant for regulatory requi | |
| 10499 10501 | INSTINCT MODULAR | TILE | SY | ۵ \$ | 25.56 | 48% | \$ | | based non-halogenated flame retardant for regulatory requi | |
| 10500 | REBALANCE MODULAR | TILE | SY | \$ | 25.56 | 40% | \$ | | based non-halogenated flame retardant for regulatory requi | |
| 10301 | VIM MODULAR | TILE | SY | \$ | 31.90 | 57% | \$ | 13.85 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |

| 10380 | FUTURA MODULAR | TILE | SY | \$ | 30.15 | 53% | \$ | 14.30 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
|--------|--------------------------|------|----|----------|-------|------|----------|-------|--|---------------------------------------|
| 10379 | ORBITAL MODULAR | TILE | SY | \$ | 30.15 | 51% | \$ | 14.86 | | Yes, ISO14025 Product Specific EPD |
| 10515 | EASTERN FACADE | TILE | SY | \$ | 30.24 | 51% | \$ | 14 95 | based non-halogenated flame retardant for regulatory requi | No |
| 10516 | SUBURBAN ABSTRACT | TILE | SY | \$ \$ | 30.24 | 51% | \$ | | based non-halogenated flame retardant for regulatory requi | |
| | EDGELAND | TILE | SY | ф Ф | | 51% | | | | |
| 10517 | | | | \$ | 30.24 | | \$ | | based non-halogenated flame retardant for regulatory requi | |
| 10291 | EXPERIENCE MODULAR | TILE | SY | \$ | 29.95 | 50% | \$ | 14.99 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10227 | EASY ON THE EYES MODULAR | TILE | SY | \$ | 29.78 | 49% | \$ | 15.13 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | Ť | | | Ť | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10226 | MOVING ON UP MODULAR | TILE | SY | \$ | 29.78 | 49% | \$ | 15.26 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| | | | - | | | | | | regulatory requirements | |
| 10290 | THOUGHT MODULAR | TILE | SY | \$ | 30.25 | 49% | \$ | 15.47 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10302 | VIVID MODULAR | TILE | SY | \$ | 32.22 | 52% | \$ | 15.53 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10302 | VIVID MODOLAR | | 51 | φ | 52.22 | 5276 | φ | 10.00 | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10280 | YIELD MODULAR | TILE | SY | \$ | 33.86 | 53% | \$ | 15.89 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | Ť | | | Ť | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10125 | SCHOLASTIC II MODULAR | TILE | SY | \$ | 33.43 | 52% | \$ | 16.02 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10481 | FUTURA/ECOLOGIX | TILE | SY | \$ | 32.45 | 50% | | | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10-101 | | | 01 | Ŷ | 02.40 | 0070 | \$ | 16.24 | Mineral based non-halogenated flame retardant for | EPD |
| 10279 | FLEX MODULAR | TILE | SY | \$ | 33.86 | 52% | \$ | 16.42 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | regulatory requirements | |
| 10239 | SPEAK IN COLOR MODULAR | TILE | SY | \$ | 36.15 | 54% | \$ | 16.55 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10356 | SIGN OFF MODULAR | TILE | SY | \$ | 32.91 | 50% | \$ | 16.59 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10355 | DOWNLOAD MODULAR | TILE | SY | \$ | 32.91 | 49% | \$ | 16.62 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| | | | | | | | | | regulatory requirements | |
| 10518 | FORMWORK | TILE | SY | \$ | 34.38 | 51% | \$ | 17.01 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10520 | TRANSVERSE | TILE | SY | ¢ | 34.38 | 51% | \$ | 17.01 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10520 | | | 51 | Ŷ | 54.50 | 5176 | Ψ | 17.01 | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10483 | ORBITAL ECOLOGIX | TILE | SY | \$ | 32.45 | 47% | \$ | 17.06 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10383 | LINEA 2 MODULAR | TILE | SY | \$ | 32.81 | 48% | \$ | 17.21 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10354 | LOG IN MODULAR | TILE | SY | \$ | 32.91 | 48% | \$ | 17.23 | | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10448 | COLOR POP 12X48 MODULAR | TILE | SY | \$ | 34.32 | 49% | \$ | 17.40 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10096 | TWEED MODULAR | TILE | SY | \$ | 37.24 | 53% | \$ | 17.47 | regulatory requirements Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | 01 | Ψ | 57.24 | 0070 | v | 17.47 | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10482 | FUTURA/ECOLOGIX ES | TILE | SY | \$ | 36.69 | 52% | \$ | 17.48 | | Yes, ISO14025 Product Specific |
| | | | | * | | | • | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10381 | COLOR POP MODULAR | TILE | SY | \$ | 32.81 | 47% | \$ | 17.49 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for regulatory requirements | EPD |

| Image: constraints of the second of | | | | | | | | | | |
|---|----------------|---------------------------|---------|--------------|----------|-------|-------|----------------------|---|---------------------------------------|
| 0110 COLOR YOUR WORLD MCDULAR TLE SY S S7.26 S2% Intrace anomalies of the March Interpretation of the March Inte | 10519 | SCAFFOLD | TILE | SY | \$ | 34.38 | 49% | \$ 17.52 | Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| Loss Color RUDOR WODULAR TILE SY S S221 60% S 17.77 Tiles (m. 65) 60 D128 SOCR RUDOR WODULAR TILE SY S 30.40 54% S 17.78 Tiles (m. 65) 60 D128 SOCR RUDOR WODULAR TILE SY S 30.40 54% S 17.64 Tiles (m. 65) 60 D358 DISPLACE MODULAR TILE SY S 37.35 51% S 17.64 Tiles is sectored to the construct for module to the construct for modu | | | | | | | | | | |
| DDR/L COLCR 6LOCK MODULAR TLE F Allow Allow Tr. // respectively agreement model Yes, BO 142, F 17:48 SCALTER 8-26 MDULAR TLE SY Status Status Yes, BO 142, F Status Yes, BO 142, F | 10110 | COLOR YOUR WORLD MODULAR | TILE | SY | \$ | 37.36 | 52% | \$ 17.77 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| ESIZE COLOR RUCCK NODULAR TLE SV August of space webst of space shows of space s | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| DB3E OCLOR BLOCK MODULAR TILE SY S S2.81 46% S 17.7 These amounts of P, Anthon Recycle Cortem Wes. B0743 DPUR SCCAATES 1-59 MODULAR TILE SY S 36.44 64% S 17.44 Trace amounts of P, Anthon Recycle Cortem Wes. B0743 DB3F DSPLACE MODULAR TILE SY S 37.35 52% S 17.44 Trace amounts of P, Anthon Recycle Cortem Wes. B0743 DB3F DSPLACE MODULAR TILE SY S 37.35 52% S 17.45 Trace amounts of P, Anthon Recycle Cortem Wes. B0742 DB4F TILE SY S 37.35 52% S 17.44 Trace amounts of P, Anthon Recycle Cortem Wes. B0742 DB4F TILE SY S 37.55 52% S 17.44 Trace amounts of P, Anthon Recycle Cortem Wes. B0742 DB4F TILE SY S 37.55 52% S 17.44 Trace amounts of P, Anthon Recycle Cortem Wes. | | | | | | | | | • | |
| Image: Society of the second of the | 10382 | | TILE | SY | \$ | 32.81 | 46% | \$ 17.77 | | Yes, ISO14025 Product Specific |
| E122 SOCRATES II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR Yes, ISO R2 E368 DISPLACE MODULAR TLE SY Image: Socrates II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR Yes, ISO R2 E4174 INTERNET MODULAR TLE SY Image: Socrates II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR The socrates II 27 Mode: Socrates II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR TLE SY Image: Socrates II 26 MODULAR TLE SY Image: S | 10002 | COLOR DECOR MODULAR | 1122 | 01 | Ψ | 52.01 | 4070 | ψ 17.77 | | EPD |
| ID126 DOCRATE IS MODULAR TLE SY S Back 5-5% S 17.44 Take answards of PuAth from Recycled Cameret Instance and instance and insta | | | | | | | | | 0 | EPD |
| Longe DISPIE ACE MODULAR Till E SY S SY 35 GOS J Trace non-integrate frame role during to a trace non-integrate frame role during to trace non-integrate frame role d | | | | e 1 / | | | | | | |
| DBB DBB-LACE MODULAR TILE SY \$ S7.26 \$ T1.8 Transmission of PA Ahron Royaled Corrent Monitoria on Incention on Incention of PA Ahron Royaled Corrent Monitoria Incention Incention of PA Ahron Royaled Corrent Monitoria Incention on Incention of PA Ahron Royaled Corrent Monitoria Incention Incentincent Incentincent Incention Incention Incention Incention Incen | 10126 | SOCRATES II-26 MODULAR | TILE | SY | \$ | 38.40 | 54% | \$ 17.84 | | Yes, ISO14025 Product Specific |
| DISSE DISSELACE MODULAR THE SY \$ 37.50 52% \$ 17.60 These arrows of Pry Ash There Rocyted Content Yes, ISO 400 Z6474 INTERISC MODULAR TILE SY \$ 36.55 \$1% \$ 17.80 These arrows of Pry Ash There Rocyted Content Yes, ISO 400 D410 DECATHLON MODULAR TILE SY \$ 36.55 \$1% \$ 17.80 These arrows of Pry Ash There Rocyted Content Yes, ISO 400 D447 COLOR BLOCK 12X48 MODULAR TILE SY \$ 36.51 44.76 \$ 18.58 These arrows of Pry Ash There Rocyted Content Yes, ISO 400 D447 COLOR BLOCK 12X48 MODULAR TILE SY \$ 36.51 44.76 \$ 18.58 The second Pry Ash There Rocyted Content Yes, ISO 400 D448 ORERTAL ECOLOGIC ES TILE SY \$ 36.78 447.6 \$ 18.58 The second Pry Ash There Rocyted Content Yes, ISO 400 D448 ORERTAL ECOLOGIC ES TILE SY \$ | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| Description Morean based non-hindparties frame interacting fra | | | | | | | | | regulatory requirements | |
| Description Morean based non-hindparties frame interacting fra | 10386 | DISPLACE MODULAR | TILE | SY | \$ | 37.35 | 52% | \$ 17.85 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 28/74 INTRINSIC MODULAR TILE SY S 36.3 51% F 17.44 Trace amounts of P_AA Into Recycle Dorating to the provide of the internation of the | | | | | , i | | | • | | EPD |
| Z8444 NTRINSIC MODULAR TLE SY S 38.63b 51% \$ 17.04 Tasce arrows of PA sch from Recycle Content Yes, SO1402 0410 * DECATHLON MODULAR TLE SY S 37.63 52% \$ 10.66 Trace arrows of PA sch from Recycle Content Yes, SO1402 0647 COLOR BLOCK 12X48 MODULAR TLE SY S 34.64 47% \$ 10.66 Trace arrows of PA sch from Recycle Content Yes, SO1402 0647 COLOR BLOCK 12X48 MODULAR TLE SY \$ 36.676 49% \$ 10.67 Trace arrows of PA sch from Recycle Content Yes, SO1402 0623 HOMERCOM V.30 MODULAR TLE SY \$ 36.78 49% \$ 10.68 Trace arrows of PA sch from Recycle Content Yes, SO1402 0648 CORETAL ECOLOGIX ES TLE SY \$ 37.27 50% \$ 10.68 Trace arrows of PA sch from Recycle Content Yes, SO1402 06467 SLOPE MODULAR TLE SY \$ | | | | | | | | | • | 21.0 |
| Image: Constraint of the second of | 76474 | | | CV/ | ¢ | 26.25 | E10/ | ¢ 17.04 | | Yes, ISO14025 Product Specific |
| Image: Construction in the image of the image o | 20474 | | | 31 | φ | 30.35 | 5176 | φ 17.94 | | |
| DB410 DBCATHLON MODULAR TILE SY \$ 37.63 52% \$ 11.06 Time amount of Fly Ash from Resplect Content Meeta based non-stagened trans relations (maintain based non-stagened trans relations) (maintain based non-stagened trans relation) (maintain based non-stagened trans relati | | | | | | | | | • | EPD |
| Index Index Manual based non-halogenetic flamic returbant for regulatory requirements Ves. ISO1402 06484 ORBITAL ECOLOGUX S.D MODULAR TILE SY S 36.78 49% S 18.54 Trace arrows of fly Ash Tom Resplex Content togenetic returbant for regulatory requirements Ves. ISO1402 06484 ORBITAL ECOLOGUX S.D TILE SY S 37.27 50% S 18.62 Trace arrows of fly Ash Tom Resplex Content togenetic returbant for regulatory requirements Ves. ISO1402 06467 SLOPE MODULAR TILE SY S 38.57 51% S 18.62 Trace arrows of fly Ash Tom Resplex Content ment based non-halogenetic flamic returbant for regulatory requirements Ves. ISO1402 06467 SLOPE MODULAR TILE SY S 38.57 51% S | | | | | | | | | | |
| Idea TILE SY \$ 34.04 47% \$ 18.24 Trease arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for Managemated fram habgemated fram relation for male arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements *** 50-140 08493 HOMEROOM V.3.0 MODULAR TILE SY \$ 36.78 49% \$ 18.24 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements Yes, BO1402 08494 ORBITAL ECOLOGIX ES TILE SY \$ 36.72 49% \$ 18.24 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements Yes, BO1402 08495 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation of run resolutory requirements Yes, BO1402 0649 PIVOT POINT MODULAR TILE SY \$ 38.67 61% \$ 18.58 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation of run resolatory requirements Yes, BO1402 | 10410 | * DECATHLON MODULAR | TILE | SY | \$ | 37.63 | 52% | \$ 18.08 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Idea TILE SY \$ 34.04 47% \$ 18.24 Trease arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for Managemated fram habgemated fram relation for male arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements *** 50-140 08493 HOMEROOM V.3.0 MODULAR TILE SY \$ 36.78 49% \$ 18.24 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements Yes, BO1402 08494 ORBITAL ECOLOGIX ES TILE SY \$ 36.72 49% \$ 18.24 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation for regulatory requirements Yes, BO1402 08495 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation of run resolutory requirements Yes, BO1402 0649 PIVOT POINT MODULAR TILE SY \$ 38.67 61% \$ 18.58 Trace arrouts of PA anthon Recycled Cortext Mineral based run habgemated fram relation of run resolatory requirements Yes, BO1402 | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| ID447 COLOR BLOCK 12X48 MODULAR TILE SY S 34.04 47% S 18.16 Troe annuars of P Ash Irom Recycled Content Mareal based on P-background famore hashing models or requestor for the phase iron machine related for to requestor phase iron machine related for to requestor phase iron machine related for to models or requestor phase iron machine related for models or requestor phase iron machine related for machine related for machallow requintered bio machine related for machallow requine mac | | | | | | | | | • | |
| Instrument Instrum | 10447 | COLOR BLOCK 12X48 MODULAR | TILE | SY | \$ | 34 04 | 47% | \$ 18.18 | | Yes, ISO14025 Product Specific |
| Loss3 HOMERCOM V.3.0 MODULAR TILE SY \$ 35.18 45% \$ 18.24 Trace amounts of P/A hit rom Recycled Corrent (regulator regulator regulatoreregularenents 10449< | 10447 | | | 01 | Ŷ | 04.04 | 4770 | φ 10.10 | | EPD |
| IOBEROOM V.3.0 MODULAR TILE SY \$ 35.18 48% \$ 18.24 Trace amounts of Py Ash from Recycle Content (Manual based non-happened filme retarding for regulatory regularements) (Ves. ISO1402) 10484 ORBITAL ECOLOGIX ES TILE SY \$ 36.78 49% \$ 18.59 Trace amounts of Py Ash from Recycle Content (regulatory regularements) (Ves. ISO1402) 10465 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.80 Trace amounts of Py Ash from Recycle Content (regulatory regularements) (Ves. ISO1402) 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.82 Trace amounts of Py Ash from Recycle Content (regulatory regularements) (Ves. ISO1402) 10467 SLOPE MODULAR TILE SY \$ 38.57 51% \$ 18.82 Trace amounts of Py Ash from Recycle Content (New Ash from Recycle Content) (Ves. ISO1402) 10449 PIVOT POINT MODULAR TILE SY \$ 38.67 51% \$ 18.85 Trace amounts of Py Ash from Recycle Content (New Ash from Recycle Con | | | | | | | | | • | EFD |
| Index Index <th< td=""><td>10050</td><td></td><td></td><td>0)/</td><td>*</td><td>05.40</td><td>100/</td><td>• • • • • • •</td><td></td><td></td></th<> | 10050 | | | 0)/ | * | 05.40 | 100/ | • • • • • • • | | |
| Del44 ORBITAL ECOLOGIX ES TLE SY \$ 36.78 49% \$ 18.59 Trace amounts of yAsh from Recycled Content Mineral based non-holograted finane retardent for regulatory real/memts Yes. (SD1402) D464 ORBITAL ECOLOGIX ES TILE SY \$ 37.27 50% \$ 18.69 Trace amounts of YAsh from Recycled Content Mineral based non-holograted finane retardent for regulatory real/memts Yes. (SD1402) D467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of YAsh from Recycled Content Mineral based non-holograted finane retardant for regulatory real/memts Yes. (SD1402) D449 PIVOT POINT MODULAR TILE SY \$ 38.67 51% \$ 18.73 Trace amounts of YAsh from Recycled Content Mineral based non-holograted finane retardant for regulatory real/memts Yes. (SD1402) D449 PIVOT POINT MODULAR TILE SY \$ 38.68 51% \$ 18.29 Trace amounts of YAsh from Recycled Content Mineral based non-holograted finane retardant for regulatory real/memts Yes. (SD1402) D450 VAULT MODULAR TILE SY | 10353 | HOMEROOM V.3.0 MODULAR | TILE | SY | \$ | 35.18 | 48% | \$ 18.24 | | Yes, ISO14025 Product Specific |
| D484 ORBITAL ECOLOGIX ES TILE SY \$ 36.78 49% \$ 18.58 Trace anounts of Fy Ash trom Recycled Content Merent lased non-halogenated finance relations for regulatory requirements Yes. ISO1402 D465 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace anounts of Fy Ash trom Recycled Content Merent lased non-halogenated finance relational for regulatory requirements Yes. ISO1402 D467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace anounts of Fy Ash trom Recycled Content Merent lased non-halogenated finance relational for regulatory requirements Yes. ISO1402 D449 PIVOT POINT MODULAR TILE SY \$ 38.67 51% \$ 18.62 Trace anounts of Fy Ash trom Recycled Content Merent lased non-halogenated finance relational for regulatory requirements Yes. ISO1402 D449 PIVOT POINT MODULAR TILE SY \$ 38.88 51% \$ 18.96 Trace anounts of Fy Ash trom Recycled Content Merent lased non-halogenated finance relational for regulatory requirements Yes. ISO1402 D450 VAULT MODULAR TILE SY \$ 40.38 53% \$ 18.96 Trace anounts of Fy Ash trom Recycled Content Merent lased on-halogenat | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| Indef RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10449 PIVOT POINT MODULAR TILE SY \$ 38.57 51% \$ 18.73 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements Yes, ISO1402 10450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.90 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements Yes, ISO1402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ | | | | | | | | | regulatory requirements | |
| Indef RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements 10449 PIVOT POINT MODULAR TILE SY \$ 38.57 51% \$ 18.73 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements Yes, ISO1402 10450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.90 Trace arrounds of Fy Ash from Recycled Content Merent based non-halogeneid flame retarkant for regulatory requirements Yes, ISO1402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ | 10484 | ORBITAL ECOLOGIX ES | TILE | SY | \$ | 36.78 | 49% | \$ 18.59 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Ide6 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of Px Ash from Recycled Content Mineral based non-halogenated frame retardant for regulatory regularements Yes. ISO1402 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of Px Ash from Recycled Content Mineral based non-halogenated frame retardant for regulatory regularements Yes. ISO1402 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.42 Trace amounts of Px Ash from Recycled Content Mineral based non-halogenated frame retardant for regulatory regularements 10449 PIVOT POINT MODULAR TILE SY \$ 38.68 51% \$ 18.73 Trace amounts of Px Ash from Recycled Content Mineral based non-halogenated frame retardant for regulatory regularements Yes. ISO1402 10357 AIRE SINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of Px Ash from Recycled Content Mineral based non-halogenated frame retardant for regulatory regularements Yes. ISO1402 10357 AIRE 9"X 36" MODULAR TILE SY \$ | | | | | Ŧ | | | , | | EPD |
| D466 RISE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of Py Ash from Recycled Content regulatory regularements Yes, ISO1402 10467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of Py Ash from Recycled Content regulatory regularements Yes, ISO1402 10469 PIVOT POINT MODULAR TILE SY \$ 38.67 51% \$ 18.73 Trace amounts of Py Ash from Recycled Content Mineral based non-halogenated fram retardnaft for regulatory regularements Yes, ISO1402 10450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.73 Trace amounts of Py Ash from Recycled Content Mineral based non-halogenated fram retardnaft for regulatory regularements Yes, ISO1402 10450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.95 Trace amounts of Py Ash from Recycled Content Mineral based non-halogenated fram retardnaft for regulatory regularements Yes, ISO1402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ | | | | | | | | | 0 | EIB |
| ID467 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace arrounds of Py Ash from Recycled Content Mineral based non-halogenetied flame retardant for regulatory requirements Yes, ISO1402 10447 PIVOT POINT MODULAR TILE SY \$ 38.57 51% \$ 18.62 Trace arrounds of Py Ash from Recycled Content Mineral based non-halogenetied flame retardant for regulatory requirements Yes, ISO1402 10450 VAULT MODULAR TILE SY \$ 38.67 51% \$ 18.73 Trace arrounds of Py Ash from Recycled Content Mineral based non-halogenetied flame retardant for regulatory requirements Yes, ISO1402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace arrounds of Py Ash from Recycled Content Mineral based non-halogenetied flame retardant for regulatory requirements 10358 AURA SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace arrounds of Py Ash from Recycled Content Mineral based non-halogenetied flame retardant for regulatory requirements 10404 AIRE SY X SY MODULAR TILE SY \$ <t< td=""><td>10405</td><td></td><td></td><td>01/</td><td><u></u></td><td>07.07</td><td>500/</td><td>¢ 40.00</td><td></td><td>Veg. 1804 4005 Dredwat Organitie</td></t<> | 10405 | | | 01/ | <u></u> | 07.07 | 500/ | ¢ 40.00 | | Veg. 1804 4005 Dredwat Organitie |
| Ud47 SLOPE MODULAR TILE SY \$ 37.27 50% \$ 18.62 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Ves. [S01402 10449 PVOT POINT MODULAR TILE SY \$ 38.57 51% \$ 18.73 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Yes. [S01402 10450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.95 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Yes. [S01402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Yes. [S01402 10358 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Yes. [S01402 10404 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of FV Ash from Recycled Content Mineral based non-halogenetid flame retardant for regulatory requirements Yes. [S01402 10404 AIRE SY 36 MODULAR TILE SY \$ 40.49 S 18.99 Tr | 10465 | RISE MODULAR | IILE II | 51 | Ф | 37.27 | 50% | \$ 18.62 | | Yes, ISO14025 Product Specific |
| ID467 SLOPE MODULAR Title SY S 37.27 50% \$ 18.62 Trace amounts of Fy Ash from Recycled Content for regulatory requirements I0449 PIVOT POINT MODULAR Title SY \$ 38.57 51% \$ 18.73 Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements I0450 VAULT MODULAR Title SY \$ 38.68 51% \$ 18.73 Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements I0450 VAULT MODULAR Title SY \$ 38.68 51% \$ 18.95 Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements I0357 AIRE SKINNY MODULAR Title SY \$ 40.38 53% \$ 18.99 Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements I0358 AURA SKINNY MODULAR Title SY \$ 40.38 53% \$ 18.99 Trace amounts of Fy Ash from Recycled Content Mineral based | | | | | | | | | | EPD |
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| Image: Constraint of the second of | 10467 | SLOPE MODULAR | TILE | SY | \$ | 37.27 | 50% | \$ 18.62 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Image: Constraint of the second of | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| ID449 PIVOT POINT MODULAR TILE SY S 38.57 51% \$ 18.73 Trace arrounds of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10450 VAULT MODULAR TillE SY \$ 38.68 51% \$ 18.95 Trace arrounds of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10357 AIRE SKINNY MODULAR TilLE SY \$ 40.38 53% \$ 18.99 Trace arrounds of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10357 AIRE SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace arrounds of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10358 AURA SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace arrounds of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10404 AIRE 9' X 36" MODULAR | | | | | | | | | • | |
| Image: Constraint of the second sec | 10449 | | | SV | \$ | 38 57 | 51% | \$ 18.73 | | Yes, ISO14025 Product Specific |
| Index Image: control of the second | 10443 | FIVOT FOINT MODULAR | | 51 | Ψ | 50.57 | 5170 | φ 10.75 | | EPD |
| ID450 VAULT MODULAR TILE SY \$ 38.68 51% \$ 18.95 Trace anounts of FP, Ash mote Recycled Content Mineral based non-halogenated from Recycled Conte | | | | | | | | | • | EPD |
| Image: Constraint of the second sec | 10.170 | | | <u></u> | | | | • • • • • • • | | |
| Image: Constraint of the second se | 10450 | VAULT MODULAR | TILE | SY | \$ | 38.68 | 51% | \$ 18.95 | | Yes, ISO14025 Product Specific |
| I0357AIRE SKINNY MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0358AURA SKINNY MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0404AIRE 9" X 36" MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0404AIRE 9" X 36" MODULARTILESY\$40.4953%\$18.99Trace amounts of Fy Ash from Recycled Content meral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0404AIRE 9" X 36" MODULARTILESY\$40.4953%\$19.00Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0489REALIZE MODULARTILESY\$37.1749%\$19.11Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsI0466RUN MODULARTILESY\$37.1749%\$19.18Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0490P | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| IndexIndexIndexIndexMineral based non-halogenated flame retardant for regulatory requirements10358AURA SKINNY MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210404AIRE 9" X 36" MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210404AIRE 9" X 36" MODULARTILESY\$40.4953%\$19.00Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210489REALIZE MODULARTILESY\$37.1749%\$19.10Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210466RUN MODULARTILESY\$37.2749%\$19.18Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210460RUN MODULARTILESY\$37.1748%\$19.19Trace amounts of Fy | | | | | | | | | regulatory requirements | |
| IndexInternal based non-halogenated flame retardant for regulatory requirements10358AURA SKINNY MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210404AIRE 9" X 36" MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210404AIRE 9" X 36" MODULARTILESY\$40.3853%\$18.99Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210404AIRE 9" X 36" MODULARTILESY\$40.4953%\$19.00Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210489REALIZE MODULARTILESY\$37.1749%\$19.11Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210466RUN MODULARTILESY\$37.1749%\$19.18Trace amounts of Fy Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fy Ash from Recycled Content M | 10357 | AIRE SKINNY MODULAR | TILE | SY | \$ | 40.38 | 53% | \$ 18.99 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Image: Constraint of the second se | | | | | | | | | | EPD |
| I0358 AURA SKINNY MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10404 AIRE 9" X 36" MODULAR TILE SY \$ 40.38 53% \$ 18.99 Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 26476 LIQUID MODULAR TILE SY \$ 40.49 53% \$ 19.00 Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10489 REALIZE MODULAR TILE SY \$ 37.17 49% \$ 19.10 Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10489 REALIZE MODULAR TILE SY \$ 37.17 49% \$ 19.18 Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Yes, ISO1402 10466 RUN MODULAR TILE SY \$ 37.17 48% 19.19 Tr | | | | | | | | | • | |
| Image: Constraint of the section o | 10258 | | | ev | ¢ | 40.38 | 53% | ¢ 18.00 | | Yes, ISO14025 Product Specific |
| Image: Constraint of the second sec | 10330 | AONA SKINNT MODULAK | 1166 | 51 | Ψ | 40.30 | 5576 | φ 10.33 | | |
| I0404AIRE 9" X 36" MODULARTILESY\$40.3853%\$18.99Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator requilator requilator regulator requilator requirementsYes, ISO1402Z6476LIQUID MODULARTILESY\$40.4953%\$19.00Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator regulator requirementsYes, ISO1402I0489REALIZE MODULARTILESY\$37.1749%\$19.11Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator requirementsYes, ISO1402I0466RUN MODULARTILESY\$37.2749%\$19.18Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator requirementsYes, ISO1402I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator requirementsI0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsI0455STUDIO MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulator requirements | | | | | | | | | | EPD |
| Z6476LIQUID MODULARTILESY\$40.4953%\$19.00Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210489REALIZE MODULARTILESY\$37.1749%\$19.11Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210466RUN MODULARTILESY\$37.1749%\$19.11Trace amounts of Fly Ash from Recycled Content mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210466RUN MODULARTILESY\$37.1749%\$19.18Trace amounts of Fly Ash from Recycled Content mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO140210490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402Z6475STUDIO MODULARTILESY\$39.7252%\$19.26Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402 | | | | - | | | | | | |
| Image: Constraint of the constraint | 10404 | AIRE 9" X 36" MODULAR | TILE | SY | \$ | 40.38 | 53% | \$ 18.99 | | Yes, ISO14025 Product Specific |
| Image: Constraint of the constraint | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| Z6476 LIQUID MODULAR TILE SY \$ 40.49 53% \$ 19.00 Trace amounts of Fly Ash from Recycled Content Mineral based non-halog equated flame retardant for regulatory requirements Yes, ISO1402 I0489 REALIZE MODULAR TILE SY \$ 37.17 49% \$ 19.11 Trace amounts of Fly Ash from Recycled Content Mineral based non-halog equated flame retardant for regulatory requirements Yes, ISO1402 I0489 REALIZE MODULAR TILE SY \$ 37.27 49% \$ 19.11 Trace amounts of Fly Ash from Recycled Content Mineral based non-halog equated flame retardant for regulatory requirements Yes, ISO1402 I0466 RUN MODULAR TILE SY \$ 37.27 49% \$ 19.18 Trace amounts of Fly Ash from Recycled Content Mineral based non-halog equated flame retardant for regulatory requirements Yes, ISO1402 I0466 RUN MODULAR TILE SY \$ 37.17 48% \$ 19.19 Trace amounts of Fly Ash from Recycled Content Mineral based non-halog equated flame retardant for regulatory requirements Yes, ISO1402 I0490 POSSIBLE MODULAR TILE SY \$ 37.17 48% \$ 19.19 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>regulatory requirements</td> <td></td> | | | | | | | | | regulatory requirements | |
| IndexImage: Constraint of the second contract of the second content of the second con | Z6476 | LIQUID MODULAR | TILE | SY | \$ | 40.49 | 53% | \$ 19.00 | | Yes, ISO14025 Product Specific |
| Image: constraint of the second sec | | | = | • | Ŧ | | | + | | EPD |
| I0489REALIZE MODULARTILESY\$37.1749%\$19.11Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0466RUN MODULARTILESY\$37.2749%\$19.18Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402Z6475STUDIO MODULARTILESY\$39.7252%\$19.26Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402 | | | | | | | | | • | EID |
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| Image: IndefentionImage: IndefentionImage | 10489 | | | SY | \$ | 37.17 | 49% | b 19.11 | | Yes, ISO14025 Product Specific |
| I0466RUN MODULARTILESY\$37.2749%\$19.18Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402Z6475STUDIO MODULARTILESY\$39.7252%\$19.26Trace amounts of Fly Ash from Recycled Content Yes, ISO1402 | | | | | | | | | • | EPD |
| Image: | | | | | | | | | | |
| Image: | 10466 | RUN MODULAR | TILE | SY | \$ | 37.27 | 49% | \$ 19.18 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Image: Index of the second | | | | | | | | | | EPD |
| I0490POSSIBLE MODULARTILESY\$37.1748%\$19.19Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirementsYes, ISO1402Z6475STUDIO MODULARTILESY\$39.7252%\$19.26Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for Yes, ISO1402Yes, ISO1402 | | | | | | | | | • | |
| Image: Constraint of the section of the sectin of the section of the section of the section of the section of | 10400 | | | ev | ¢ | 27 47 | 100/ | ¢ 10.40 | | Yes, ISO14025 Product Specific |
| Image: Constraint of the system of the sy | 10490 | | | 51 | Φ | 57.17 | 40% | φ 19.19 | | |
| Z6475 STUDIO MODULAR TILE SY \$ 39.72 52% \$ 19.26 Trace amounts of Fly Ash from Recycled Content Yes, ISO1402 | | | | | | | | | | EPD |
| | | | | | | | | | | |
| | Z6475 | STUDIO MODULAR | TILE | SY | \$ | 39.72 | 52% | \$ 19.26 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| regulatory requirements | | | | | | | | | • | |
| | | | | SV. | \$ | 37 17 | ۵7% | \$ 10.62 | | Yes, ISO14025 Product Specific |
| | 10491 | | | 01 | Ψ | 57.17 | -1 /0 | ψ 13.02 | | |
| | 10491 | | | | | | | | | EPD |
| regulatory requirements | 10491 | | | | | 1 | | 1 | regulatory requirements | |
| | | | | | | | | | | |
| | I0491 I0240 | SPEAK IN DESIGN MODULAR | TILE | SY | \$ | 36.15 | 46% | \$ 19.67 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| Mineral based non-halogenated flame retardant for | | SPEAK IN DESIGN MODULAR | TILE | SY | \$ | 36.15 | 46% | \$ 19.67 | | Yes, ISO14025 Product Specific EPD |
| | | SPEAK IN DESIGN MODULAR | TILE | SY | \$ | 36.15 | 46% | \$ 19.67 | Trace amounts of Fly Ash from Recycled Content | |
| Mineral based non-halogenated flame retardant for regulatory requirements | | SPEAK IN DESIGN MODULAR | TILE | SY | \$ | 36.15 | 46% | \$ 19.67 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | |

| 10343 | * 3K MODULAR | TILE | SY | \$ | 42.83 | 54% | \$ | 19.71 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
|-------------------------|----------------------------------|------|-----|----------|----------------|--------|----------|-------|--|---------------------------------------|
| | | | | | | | | | regulatory requirements | |
| 10344 | * 5K MODULAR | TILE | SY | \$ | 41.60 | 53% | \$ | 19.71 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | • | Ť | | 0070 | Ť | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | 2. 5 |
| 10345 | * 10K MODULAR | TILE | SY | \$ | 42.83 | 54% | \$ | 19.71 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10040 | TOR MODULAR | | 01 | Ψ | 42.00 | 5470 | Ψ | 13.71 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | • | EFD |
| 104.00 | | TILE | 01/ | ¢ | 45.40 | F.C.0/ | ¢ | 10.70 | regulatory requirements | Vac ICO14025 Draduat Crastifia |
| 10166 | * BIG SPLASH MODULAR | TILE | SY | \$ | 45.10 | 56% | \$ | 19.72 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | - | | regulatory requirements | |
| 10359 | ETHEREAL MODULAR | TILE | SY | \$ | 40.38 | 51% | \$ | 19.87 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| Z6477 | LOFT MODULAR | TILE | SY | \$ | 39.67 | 50% | \$ | 20.02 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| Z6473 | DWELL MODULAR | TILE | SY | \$ | 40.48 | 50% | \$ | 20.23 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10405 | WORK. STUDY. PLAY. 24X24 MODULAR | TILE | SY | \$ | 37.91 | 46% | \$ | 20.45 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | 0. | + | 01.01 | | Ť | 20110 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | LI D |
| 10283 | COOL RAIN MODULAR | TILE | SY | ¢ | 42.13 | 50% | \$ | 21.05 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10203 | | | 51 | φ | 42.15 | 50 /8 | φ | 21.05 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | 5 | EPD |
| 10.405 | | | 0)/ | • | 44.50 | 400/ | • | 04.04 | regulatory requirements | No. 10011005 Dec 1 - 1 0 10 |
| 10425 | WORK. STUDY. PLAY. 12X48 MODULAR | TILE | SY | \$ | 41.56 | 49% | \$ | 21.21 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | - | | | | | | regulatory requirements | |
| 10286 | EARTHEN WEAVE MODULAR | TILE | SY | \$ | 42.13 | 50% | \$ | 21.24 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10505 | ARTCLOTH MODULAR | TILE | SY | \$ | 45.83 | 53% | \$ | 21.50 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10119 | * DAZZLE MODULAR | TILE | SY | \$ | 48.73 | 56% | \$ | 21.61 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10349 | FLUTTER MODULAR | TILE | SY | \$ | 45.36 | 52% | \$ | 21.67 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | • | | | ľ | _ | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10285 | CITY FLORA MODULAR | TILE | SY | \$ | 42.13 | 48% | \$ | 21.75 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10200 | | | 01 | Ť | | 1070 | Ť | 20 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | 21 0 |
| 10284 | CLEAN LINES MODULAR | TILE | SY | \$ | 42.13 | 48% | \$ | 22.08 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10204 | | | 01 | Ψ | 42.10 | 4070 | Ψ | 22.00 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | LID |
| 10385 | DISRUPT MODULAR | TILE | SY | ¢ | 48.47 | 54% | \$ | 22.11 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10365 | | | 31 | φ | 40.47 | 54% | φ | 22.11 | · · · | |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| 10.400 | | | 0.1 | ^ | 17.00 | = 404 | • | | regulatory requirements | |
| 10426 | CUBE & COLOUR 24X24 MODULAR | TILE | SY | \$ | 47.80 | 54% | \$ | 22.20 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10348 | DART MODULAR | TILE | SY | \$ | 45.36 | 50% | \$ | 22.64 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| 10118 | * RAZZLE MODULAR | TILE | SY | \$ | 45.03 | 49% | \$ | 22.94 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | | | | | | | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | _ |
| 10384 | DISMANTLE MODULAR | TILE | SY | \$ | 48.47 | 52% | \$ | 23.03 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | 0. | • | | 02,0 | * | _0.00 | Mineral based non-halogenated flame retardant for | EPD |
| | | | | | | | | | regulatory requirements | |
| | | TILE | SY | ¢ | 45.83 | 49% | \$ | 23.16 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| 10506 | | | 31 | φ | 40.00 | 4J/0 | Ψ | 20.10 | Mineral based non-halogenated flame retardant for | EPD |
| 10506 | GLOBAL HAND MODULAR | | | 1 | | | | | 6 | |
| 10506 | GLOBAL HAND MODULAR | | | | | | | | rogulaton, regulaton to | |
| | | | 01/ | ¢ | 40.50 | E00/ | ¢ | 00.00 | regulatory requirements | |
| | GLOBAL HAND MODULAR | TILE | SY | \$ | 46.53 | 50% | \$ | 23.20 | Trace amounts of Fly Ash from Recycled Content | Yes, ISO14025 Product Specific |
| | | | SY | \$ | 46.53 | 50% | \$ | 23.20 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10350 | IN FLIGHT MODULAR | TILE | | \$ | | | \$ | | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | EPD |
| 10350 | | | SY | \$ | 46.53 47.80 | 50% | \$ | 23.20 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements Trace amounts of Fly Ash from Recycled Content | EPD Yes, ISO14025 Product Specific |
| 10506 10350 10427 | IN FLIGHT MODULAR | TILE | | \$ | | | \$ | | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | EPD |

| - | | | | | | | r | - |
|-----------|------------------------------|-----------|----|-------------|-----|----------|---|---------------------------------------|
| 10507 | MICRO-WEAVE MODULAR | TILE | SY | \$ 45.83 | 48% | \$ 23.90 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10457 | INVERNESS MODULAR | TILE | SY | \$ 49.06 | 51% | \$ 23.91 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10469 | BACKLIT 18X36 MODULAR | TILE | SY | \$ 50.33 | 52% | \$ 23.95 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10455 | ABERDEEN MODULAR | TILE | SY | \$ 49.06 | 51% | \$ 24.09 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10421 | ALLOY SHIMMER MODULAR | TILE | SY | \$ 48.87 | 50% | \$ 24.21 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10456 | EDINBURGH MODULAR | TILE | SY | \$ 49.06 | 51% | \$ 24.25 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10204 | COLOR CHOICE MODULAR | TILE | SY | \$ 51.89 | 53% | \$ 24.26 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10468 | BACKLIT 9X36 MODULAR | TILE | SY | \$ 50.33 | 52% | \$ 24.38 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10470 | NOCTURNE 9X36 MODULAR | TILE | SY | \$ 52.86 | 54% | \$ 24.38 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10514 | REACT MODULAR | TILE | SY | \$ 48.87 | 50% | \$ 24.42 | regulatory requirements Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10513 | RELIC MODULAR | TILE | SY | \$ 48.87 | 49% | \$ 24.78 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10471 | COLOR FILTER 9X36 MODULAR | TILE | SY | \$ 50.33 | 51% | \$ 24.84 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for | Yes, ISO14025 Product Specific EPD |
| 10393 | SHADOWGRAPH 9" X 36" MODULAR | TILE | SY | \$ 50.33 | 50% | \$ 24.93 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10422 | METALLIC ALCHEMY MODULAR | TILE | SY | \$ 48.87 | 49% | \$ 25.00 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10204 | COLOR CHOICE FACET MODULAR - | TILE | SY | \$ 51.89 | 48% | \$ 27.23 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10428 | CUBE & COLOUR FACET MODULAR | TILE | SY | \$ 55.39 | 50% | \$ 27.46 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10373 | GEOMETRIX FACET | TILE | SY | \$ 57.24 | 52% | \$ 27.68 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10372 | OPTIX FACET MODULAR | TILE | SY | \$ 57.24 | 51% | \$ 28.10 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10371 | FABRIX FACET MODULAR | TILE | SY | \$ 57.24 | 50% | \$ 28.41 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10512 | ETCHED MODULAR | TILE | SY | \$ 55.89 | 47% | \$ 29.90 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10305 | ON THE RIGHT FOOT MODULAR | TILE | SY | \$ 55.19 | 46% | \$ 29.93 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10304 | WALK RIGHT IN II MODULAR | TILE | SY | \$ 55.19 | 45% | \$ 30.35 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| 10316 | PASEO MODULAR | TILE | SY | \$ 65.44 | 51% | \$ 32.22 | Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements | Yes, ISO14025 Product Specific EPD |
| Resilient | | | - | | | | | |
| 342∨ | TIMBER GROVE 8 | RESILIENT | SF | \$ 1.90 | 52% | \$ 0.91 | PVC Content | YES, ISO14025 Industry Average EPD |

| I420V | TIMBER GROVE II 12 MIL | RESILIENT | SF | \$ | 3.00 | 62% | \$ | 1.15 | PVC Content | YES, ISO14025 Industry Average EPD |
|-------|------------------------|-----------|----|----------|------|-----|----|------|-------------|---------------------------------------|
| I300V | WOODLAND VIEW | RESILIENT | SF | \$ | 2.86 | 57% | \$ | 1.24 | PVC Content | YES, ISO14025 Industry |
| 1323V | TIMBER GROVE 12 | RESILIENT | SF | \$ | 3.30 | 62% | \$ | 1.25 | PVC Content | Average EPD YES, ISO14025 Industry |
| I200V | HIGHLAND FOREST 4" | RESILIENT | SF | \$ | 4.78 | 65% | \$ | 1.68 | PVC Content | Average EPD YES, ISO14025 Industry |
| I800V | HIGHLAND FOREST 6" | RESILIENT | SF | \$ | 4.78 | 65% | \$ | 1.68 | PVC Content | Average EPD YES, ISO14025 Industry |
| I426V | СМҮК | RESILIENT | SF | \$ | 4.00 | 52% | \$ | 1.93 | PVC Content | Average EPD YES, ISO14025 Industry |
| I421V | TIMBER GROVE II 20MIL | RESILIENT | SF | \$ | 5.50 | 64% | \$ | 1.99 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1206V | NORTH RIDGE 4" | RESILIENT | SF | \$ | 4.77 | 58% | \$ | 2.00 | PVC Content | Average EPD YES, ISO14025 Industry |
| | | | | + | | | • | | | Average EPD |
| 1207V | NORTH RIDGE 6" | RESILIENT | SF | \$ | 4.77 | 58% | \$ | 2.00 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1325V | TIMBER GROVE 20 | RESILIENT | SF | \$ | 5.50 | 63% | \$ | 2.02 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1476V | CREATIVE CODE | RESILIENT | SF | \$ | 4.23 | 52% | \$ | 2.04 | PVC Content | YES, ISO14025 Industry Average EPD |
| I333V | AGGREGATE | RESILIENT | SF | \$ | 4.20 | 51% | \$ | 2.06 | PVC Content | YES, ISO14025 Industry Average EPD |
| I334V | DISSIPATE | RESILIENT | SF | \$ | 4.20 | 51% | \$ | 2.06 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1322V | STRATIFIED+ 12" X 24" | RESILIENT | SF | \$ | 5.00 | 58% | \$ | 2.08 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1312V | TYPEFACE | RESILIENT | SF | \$ | 4.00 | 48% | \$ | 2.09 | PVC Content | YES, ISO14025 Industry |
| I313V | CHARTED | RESILIENT | SF | \$ | 4.00 | 48% | \$ | 2.10 | PVC Content | Average EPD YES, ISO14025 Industry |
| I700V | STRATIFIED | RESILIENT | SF | \$ | 4.63 | 54% | \$ | 2.11 | PVC Content | Average EPD YES, ISO14025 Industry |
| I311V | LETTERPRESS | RESILIENT | SF | \$ | 4.00 | 47% | \$ | 2.12 | PVC Content | Average EPD YES, ISO14025 Industry |
| I321V | Stratified + | RESILIENT | SF | \$ | 5.00 | 57% | \$ | 2.14 | PVC Content | Average EPD YES, ISO14025 Industry |
| I438V | TIMBER GROVE II 30 MIL | RESILIENT | SF | \$ | 5.10 | 57% | \$ | 2.17 | PVC Content | Average EPD YES, ISO14025 Industry |
| I318V | ARBOR CREST | RESILIENT | SF | \$ | 5.67 | 56% | \$ | 2.49 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1405V | VININGS | RESILIENT | SF | \$ | | 50% | \$ | | PVC Content | Average EPD YES, ISO14025 Industry |
| | | | | • | 5.00 | | • | 2.52 | | Average EPD |
| I418V | WITHDRAW | RESILIENT | SF | \$ | 5.00 | 49% | \$ | 2.57 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1462V | MONOCHROME MATTE | RESILIENT | SF | \$ | 5.00 | 48% | \$ | 2.58 | PVC Content | YES, ISO14025 Industry Average EPD |
| I463V | MONOCHROME GLOSS | RESILIENT | SF | \$ | 5.00 | 48% | \$ | 2.58 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1464V | SURFACE TONE | RESILIENT | SF | \$ | 5.00 | 48% | \$ | 2.58 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1417V | REMOVE | RESILIENT | SF | \$ | 5.00 | 48% | \$ | 2.60 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1439V | CROSSOVER | RESILIENT | SF | \$ | 5.15 | 47% | \$ | 2.72 | PVC Content | YES, ISO14025 Industry |
| 1466V | SPLITWOOD | RESILIENT | SF | \$ | 6.00 | 55% | \$ | 2.73 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1478V | MOLTEN | RESILIENT | SF | \$ | 6.00 | 55% | \$ | 2.73 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1479V | OXIDIZED | RESILIENT | SF | \$ | 6.00 | 55% | \$ | 2.73 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1465V | TIMBER GROVE II WPC 20 | RESILIENT | SF | \$ | 5.49 | 48% | \$ | 2.86 | PVC Content | Average EPD YES, ISO14025 Industry |
| I600V | CLICK REFRESH | RESILIENT | SF | \$ | 6.74 | 56% | \$ | 2.98 | PVC Content | Average EPD YES, ISO14025 Industry |
| 1424V | ADESA | RESILIENT | SF | \$ | 6.60 | 55% | \$ | 2.99 | PVC Content | Average EPD YES, ISO14025 Industry |
| | | | SF | \$ | | 51% | \$ | 3.12 | | Average EPD YES, ISO14025 Industry |
| 1440V | | RESILIENT | | ¥ | 6.42 | | | | PVC Content | Average EPD |
| I336V | WOOD PLANX 9" X 36" | RESILIENT | SF | \$ | 8.57 | 51% | \$ | 4.19 | PVC Content | YES, ISO14025 Industry Average EPD |

| 1447V | ENRICH PLANK BIOBASED | RESILIENT | SF | \$ | 9.00 | 53% | \$ | 4.21 | None | Yes, ISO14025 Product Specific EPD |
|-------------------------|--|------------------------|--------------|----------------|-------------------------|-------------------|----------------|-------------------------|-----------------------------|---------------------------------------|
| I316V | WOOD PLANX | RESILIENT | SF | \$ | 8.40 | 50% | \$ | 4.23 | PVC Content | YES, ISO14025 Industry Average EPD |
| I314V | METALLIX RECTANGLE | RESILIENT | SF | \$ | 8.40 | 49% | \$ | 4.28 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1446V | MEANING BIOBASED | RESILIENT | SF | \$ | 9.00 | 52% | \$ | 4.29 | None | Yes, ISO14025 Product Specific EPD |
| 1337V | METALLIX 9" X 36" | RESILIENT | SF | \$ | 8.40 | 49% | \$ | 4.30 | PVC Content | YES, ISO14025 Industry Average EPD |
| l315V | METALLIX (FACET) | RESILIENT | SF | \$ | 8.40 | 47% | \$ | 4.46 | PVC Content | YES, ISO14025 Industry Average EPD |
| I346V | ADMIX 12" X 12" | RESILIENT | SF | \$ | 11.00 | 54% | \$ | 5.03 | PVC Content | YES, ISO14025 Industry Average EPD |
| I429V | ADMIX ENCORE GLOSS | RESILIENT | SF | \$ | 11.00 | 51% | \$ | 5.37 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1452V | ADMIX ENCORE MATTE | RESILIENT | SF | \$ | 11.00 | 51% | \$ | 5.37 | PVC Content | YES, ISO14025 Industry Average EPD |
| I450V | ADMIX MATTE 12" X 12" | RESILIENT | SF | \$ | 11.00 | 49% | \$ | 5.60 | PVC Content | YES, ISO14025 Industry Average EPD |
| I508V | ADMIX 18X36 | RESILIENT | SF | \$ | 11.00 | 49% | \$ | 5.66 | PVC Content | YES, ISO14025 Industry Average EPD |
| I451V | ADMIX MATTE 36" X 36" | RESILIENT | SF | \$ | 12.00 | 50% | \$ | 6.05 | PVC Content | YES, ISO14025 Industry Average EPD |
| I347V | ADMIX 36" X 36" | RESILIENT | SF | \$ | 12.00 | 48% | \$ | 6.27 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1422V | HOLISTIC | RESILIENT | SY | \$ | 43.26 | 45% | \$ | 23.73 | PVC Content | YES, ISO14025 Industry Average EPD |
| I320V | ORGANIC HUE | RESILIENT | SY | \$ | 51.50 | 52% | \$ | 24.71 | PVC Content | YES, ISO14025 Industry Average EPD |
| 1319V | BROOKWOOD + | RESILIENT | SY | \$ | 46.35 | 46% | \$ | 25.23 | PVC Content | YES, ISO14025 Industry Average EPD |
| I404V | IVY WALK | RESILIENT | SY | \$ | 45.32 | 43% | \$ | 25.78 | PVC Content | YES, ISO14025 Industry Average EPD |
| I448V | ENRICH SHEET BIOBASED | RESILIENT | SY | \$ | 72.00 | 52% | \$ | 34.31 | None | Yes, ISO14025 Product Specific EPD |
| 306VS | CADBERRY 4"W X 120'L COVE BASE ROLL | RESILIENT | Roll | \$ | 160.80 | 51% | \$ | 78.39 | PVC Content | EFD No |
| S127V | 4"W X 120'L WALL BASE ROLL | RESILIENT | Roll | \$ | 160.80 | 51% | \$ | 78.67 | PVC Content | No |
| S168V | 4"W X 120'L TOELESS WALL BASE ROLL | RESILIENT | Roll | \$ | 160.80 | 51% | \$ | 78.67 | PVC Content | No |
| S155V | SLOT | RESILIENT | Box | \$ | 115.76 | 28% | \$ | 82.91 | PVC Content | YES, ISO14025 Industry Average EPD |
| S154V | STRAIGHT | RESILIENT | Box | \$ | 115.76 | 16% | \$ | 96.75 | PVC Content | No |
| S167V | ADMIX WELD ROD | RESILIENT | Roll | \$ | 200.00 | 43% | \$ | 114.30 | PVC Content | No |
| S109V | HUSH II UNDERLAYMENT | RESILIENT | EA | \$ | 319.88 | 44% | \$ | 178.86 | None | No |
| Sports Floorin | ng | | | | | | | | | |
| 1208V | BOUNCE BACK | RESILIENT | SY | \$ | 54.73 | 41% | \$ | 32.02 | PVC Content | No |
| S126V | BOUNCE BACK WELD ROD | RESILIENT | Roll | \$ | 119.60 | 49% | \$ | 60.81 | PVC Content | No |
| Adhesives 8300D | BROADLOOM MOISTURE IMPERVIOUS SEAM | BROADLOOM | EA | ¢ | 8.08 | 12% | ¢ | 7.14 | None | No |
| 8300D | SEALER | BROADLOOM | LA | Ψ | 0.00 | 12/0 | Ψ | 7.14 | NOTE | 110 |
| S138V | TRANSITION TAPE | RESILIENT | EA | \$ | 16.00 | 44% | \$ | 8.92 | None | No |
| 4000D | BROADLOOM SEAM SEALERS | BROADLOOM | EA | \$ | 13.04 | 23% | \$ | 10.08 | None | No |
| S104V | RESILIENT SEAM SEALER | RESILIENT | EA | \$ | 23.53 | 27% | \$ | 17.20 | None | No |
| S207V | ADMIX 20" MAROON DEEP SCRUB PAD (RESALE) | RESILIENT | Box | \$ | 24.26 | 23% | \$ | 18.76 | None | No |
| S133V | WALL BASE 1 GALLON ADHESIVE | RESILIENT | EA | \$ | 42.00 | 48% | \$ | 21.76 | None | No |
| 5001P | 5001 - CARPET TILE STANDARD ADHESIVE | TILE | Pail | \$ | 26.73 | 17% | \$ | 22.08 | None | No |
| 118PM | ADMIX 1 QUART GLOSS FINISH (RESALE) | | EA | \$ | 28.75 | 23% | \$ | 22.23 | None | No |
| 115PM | ADMIX 1 QUART DEEP SCRUB CLEANER (RESALE) | | EA | \$ | 34.49 | 23% | \$ | 26.67 | None | No |
| S107V | SHAW S150 SPRAY ADHESIVE S150 - RESILIENT SPRAY (ROLLS) | RESILIENT RESILIENT | EA | \$ | 54.84 54.84 | 43% | \$ | 31.43 | None | No No |
| S108V | MULTI-PURPOSE ADHESIVE | BROADLOOM | EA Pail | ¢ | 54.84 47.10 | 43% 28% | ф Ф | 31.43 33.94 | None | No |
| 12000 | | | Pail | Ф Ф | 47.10 | 28% | Ф Ф | 33.94 | None | No |
| 1200D | | | E au | φ | 47.10 | ZI /0 | Ψ | | | |
| 1000D | BROADLOOM ADHESIVE | BROADLOOM | | \$ | 74 20 | 10% | 2 | 37 57 | PVC Content | No |
| 1000D S101V | BROADLOOM ADHESIVE BROOKWOOD (PATCRAFT) WELD ROD | RESILIENT | Roll | \$ | 74.20 75.00 | 49% 45% | \$ | 37.57 41.61 | PVC Content None | No |
| | BROADLOOM ADHESIVE BROOKWOOD (PATCRAFT) WELD ROD GROUNDWORKS SUPERIOR GRADE MULTIPURPOSE ADHESIVE | | | \$ \$ \$ | 74.20 75.00 56.72 | 49% 45% 26% | \$ \$ \$ | 37.57 41.61 42.19 | None Added Antimicrobial | NO NO NO NO |
| 1000D S101V S122V | BROADLOOM ADHESIVE BROOKWOOD (PATCRAFT) WELD ROD GROUNDWORKS | RESILIENT RESILIENT | Roll Roll | \$ | 75.00 | 45% | \$ \$ \$ | 41.61 | None | No |

| 3800D | 3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE | BROADLOOM | Pail | \$ | 58.33 | 23% | \$ | 45.04 | None | No |
|-------------|---|-----------|---------------|----|----------|------|----|----------|---------------------|---------------------------------------|
| 10433 | 3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE | TILE | Pail | \$ | 58.33 | 23% | \$ | 45.04 | None | No |
| 3600D | ECO FLOR SEPT ADHESIVE | BROADLOOM | Pail | \$ | 61.26 | 24% | \$ | 46.26 | Added Antimicrobial | No |
| S114V | VSM VERSASHIELD 2" TAPE | RESILIENT | Roll | \$ | 71.25 | 33% | \$ | 48.08 | None | No |
| 9050D | CARPET TILE FLOOR PRIMER | BROADLOOM | Pail | \$ | 95.69 | 43% | \$ | 54.32 | None | No |
| 905DU | 9050 - BARRIER COAT UNITS | TILE | Pail | \$ | 95.69 | 43% | \$ | 54.32 | None | No |
| S124V | 9050 RESILIENT FLOOR PRIMER (UNITS) | RESILIENT | Pail | \$ | 95.69 | 43% | \$ | 54.32 | None | No |
| S125U | RESILIENT FLOOR PRIMER | RESILIENT | Pail | \$ | 95.69 | 43% | \$ | 54.32 | None | No |
| S125V | 9050 RESILIENT FLOOR PRIMER (ROLLS) | RESILIENT | Pail | \$ | 95.69 | 43% | \$ | 54.32 | None | No |
| S115V | VSM MBX VERSASHIELD 2.5" TAPE (ROLLS) | RESILIENT | Roll | \$ | 88.75 | 33% | \$ | 59.54 | None | No |
| S116V | VSM VERSASHIELD 4" DS TAPE | RESILIENT | Roll | \$ | 86.25 | 31% | \$ | 59.54 | None | No |
| 03LDA | LOKDOTS APPLICATOR | TILE | EA | \$ | 82.10 | 23% | \$ | 63.40 | None | No |
| 117PM | ADMIX 1 GALLON GLOSS SURFACE TREATMENT (RESALE) | | EA | \$ | 85.42 | 23% | \$ | 66.04 | None | No |
| | | | | Ŷ | | 2070 | Ť | 00.01 | | |
| S132V | WALL BASE TUBE ADHESIVE | RESILIENT | Box | \$ | 134.00 | 49% | \$ | 67.96 | None | No |
| 5000P | 5000 PRESSURE SENSITIVE TILE ADHESIVE | TILE | Pail | \$ | 94.22 | 24% | \$ | 71.81 | None | No |
| 5100P | 5100 - PRESSURE SENSITIVE ADHESIVE | TILE | Pail | \$ | 94.22 | 24% | \$ | 71.81 | None | No |
| 5036P | 5036 - TILE ADHESIVE W/ ANTIMICROBIAL | TILE | Pail | \$ | 99.68 | 23% | \$ | 76.62 | Added Antimicrobial | No |
| S131V | MM800 4 GALLON | RESILIENT | 4 Gallon Pail | \$ | 160.00 | 48% | \$ | 83.37 | None | No |
| 114PM | ADMIX 1 GALLON DEEP SCRUB CLEANER (RESALE) | | EA | \$ | 110.02 | 23% | \$ | 85.07 | None | No |
| 6200D | 6200 - ADHESIVE DETACKIFIER | BROADLOOM | Pail | \$ | 110.11 | 23% | \$ | 85.22 | None | No |
| 620DU | ADHESIVE DETACKIFIER | TILE | Pail | \$ | 110.11 | 23% | \$ | 85.22 | None | No |
| S123V | SHAW 200 - RESILIENT | RESILIENT | EA | \$ | 100.00 | 9% | \$ | 91.39 | None | No |
| S171V | SHAW MS RESILIENT | RESILIENT | 2 Gallon Pail | \$ | 172.00 | 45% | \$ | 93.97 | None | No |
| LOK4T | CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE | TILE | EA | \$ | 225.00 | 45% | \$ | 124.46 | None | No |
| S102V | 4100 - RESILIENT 4 GALLON ADHESIVE (ROLLS) | RESILIENT | EA | \$ | 261.85 | 51% | \$ | 129.12 | None | No |
| S103V | 4100-4G ADHESIVE | RESILIENT | EA | \$ | 261.85 | 51% | \$ | 129.12 | None | No |
| 341VS | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | RESILIENT | EA | \$ | 214.94 | 25% | \$ | 161.87 | None | No |
| 9150D | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | BROADLOOM | EA | \$ | 214.94 | 25% | \$ | 161.87 | None | No |
| 9150V | 4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE | BROADLOOM | EA | \$ | 214.94 | 25% | \$ | 161.87 | None | No |
| LWRX2 | LOKWORX BOX | TILE | EA | \$ | 213.96 | 24% | \$ | 163.42 | None | No |
| 10446 | CUSHIONWORX 2MM | TILE | Roll | \$ | 231.00 | 23% | \$ | 178.71 | None | No |
| 9000D | BARRIER COAT FLOOR ENCAPSULATION | BROADLOOM | Pail | \$ | 236.37 | 24% | \$ | 179.65 | None | No |
| 900DU | 9000 - BARRIER COAT UNITS | TILE | Pail | \$ | 236.37 | 24% | \$ | 179.65 | None | No |
| 03LDR | LOKDOKS | TILE | EA | \$ | 375.00 | 46% | \$ | 202.80 | None | No |
| AVDES | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM | BROADLOOM | Roll | \$ | 409.08 | 24% | \$ | 311.55 | None | No |
| AVDEU | ADHESIVE ALTERNATIVE SHAW ADVANTAGE SYSTEM UNITS | TILE | Roll | \$ | 409.08 | 24% | \$ | 311.55 | None | No |
| 10432 | CUSHIONWORX 3MM | TILE | Roll | \$ | 386.56 | 13% | \$ | 334.96 | None | No |
| S112V | VS-60 VERSASHIELD 60 | RESILIENT | EA | \$ | 897.50 | 32% | \$ | 607.90 | None | No |
| 9125D | MOISTURETEK | BROADLOOM | EA | \$ | 887.18 | 22% | \$ | 695.11 | None | No |
| 9125P | MOISTURETEK | RESILIENT | EA | \$ | 887.18 | 22% | \$ | 695.11 | None | No |
| 9125V | MOISTURETEK | TILE | EA | \$ | 887.18 | 22% | \$ | 695.11 | None | No |
| S113V | VS-60 MBX VERSASHIELD 60 | RESILIENT | EA | \$ | 2,556.25 | 34% | \$ | 1,688.66 | None | No |
| US Floors (| Pate | | | | | | | | | |
| 1423V | EMERY | RESILIENT | SF | \$ | 6.86 | 58% | \$ | 2.87 | PVC Content | YES, ISO14025 Industry Average EPD |
| S202V | OVERLAP REDUCER EMERY | RESILIENT | EA | \$ | 45.50 | 37% | \$ | 28.56 | PVC Content | No |
| S204V | QUARTER ROUND EMERY | RESILIENT | EA | \$ | 45.50 | 37% | \$ | 28.68 | PVC Content | No |
| S203V | T-MOLDING EMERY | RESILIENT | EA | \$ | 45.50 | 37% | \$ | 28.78 | PVC Content | No |
| S200V | BABY THRESHOLD EMERY | RESILIENT | EA | \$ | 45.50 | 37% | \$ | 28.87 | PVC Content | No |
| S201V | FLUSH STAIRNOSE EMERY | RESILIENT | EA | | 54.25 | | | 35.14 | PVC Content | |

The products above marked with an * are solution dyed, however, they are not 100% solution dyed. We believe these products will perform according to your requirements. Broadloom products listed above do not meet UCOP's recycled content requirements. Pricing above is effective from October 1, 2019 - September 30, 2020. ACH Net 60
| |)))) | Standard Rates 8.4 3.1 9.1 10.1 3.1 3.1 3.1 |
|---|------------------|--|
| emoval of Carpet TileSqYDistallation Broadloom (direct glue down)SqYDistallation Broadloom (w/Pattern)SqYDemoval of Broadloom (direct glue down)SqYDemoval of Double Stick InstallationSqYDemoval of Double Stick InstallationSqYDemoval/Disposal Resilient FlooringSqFtarpet DisposalSqYDarpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDistallation of VCT (No Pattern, excludes materials)SqFtistallation of Luxury Vinyl Tile (No pattern, excludesSqFtistallation of Rubber (Tile or Roll)SqFtistallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDistallation Flash Cove (Sheet Vinyl)Lineaalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour |)))) | 3. 9. 10. 3. |
| Installation Broadloom (direct glue down)SqYDInstallation Broadloom (w/Pattern)SqYDInstallation Broadloom (direct glue down)SqYDInstallation Groadloom (direct glue down)SqYDInstallation of Double Stick InstallationSqYDInstallation of Double Stick InstallationSqYDInstallation of Double Stick InstallationSqYDInstallation of Double Stick InstallationSqYDInstallation of VCT (No Pattern, excludes materials)SqFtInstallation of VCT (No Pattern, excludes materials)SqFtInstallation of Rubber (Tile or Roll)SqFtInstallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDInstallation Flash Cove (Sheet Vinyl)LinearInstallation Flash Cove (Sheet Vinyl)SqYDInstallation Flash Cove (Sheet Vinyl)HourInventional Furniture Moving (Light)Hour |))))) | 9. 10. 3. |
| Installation Broadloom (w/Pattern)SqYDemoval of Broadloom (direct glue down)SqYDemoval of Double Stick InstallationSqYDemoval of Double Stick InstallationSqYDemoval/Disposal Resilient FlooringSqYDarpet DisposalSqYDarpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDinstallation of VCT (No Pattern, excludes materials)SqFtinstallation of Luxury Vinyl Tile (No pattern, excludesSqFtinstallation of Rubber (Tile or Roll)SqFtinstallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDinstallation Flash Cove (Sheet Vinyl)Lineatalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | 10. 3. |
| emoval of Broadloom (direct glue down)SqYDemoval of Double Stick InstallationSqYDemoval/Disposal Resilient FlooringSqFtarpet DisposalSqYDarpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDastallation of VCT (No Pattern, excludes materials)SqFtastallation of Luxury Vinyl Tile (No pattern, excludesSqFtastallation of Rubber (Tile or Roll)SqFtastallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDastallation flash Cove (Sheet Vinyl)Lineaalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | 3. |
| emoval of Double Stick InstallationSqYDemoval/Disposal Resilient FlooringSqFtarpet DisposalSqYDarpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDastallation of VCT (No Pattern, excludes materials)SqFtastallation of Luxury Vinyl Tile (No pattern, excludesSqFtastallation of Rubber (Tile or Roll)SqFtastallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDaterials)SqYDeat Welding (Sheet Vinyl)Lineatalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour |) | |
| emoval/Disposal Resilient FlooringSqFtarpet DisposalSqYDarpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDastallation of VCT (No Pattern, excludes materials)SqFtastallation of Luxury Vinyl Tile (No pattern, excludesSqFtastallation of Rubber (Tile or Roll)SqFtastallation of Sheet Vinyl (No Weld; Cove; Pattern; ExcludesSqYDaterials)SqYDeat Welding (Sheet Vinyl)Lineatalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | 3. |
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| arpet Reclamation Fee (Shaw Ecoworx tile no cost)SqYDastallation of VCT (No Pattern, excludes materials)SqFtastallation of Luxury Vinyl Tile (No pattern, excludes materials)SqFtastallation of Rubber (Tile or Roll)SqFtastallation of Sheet Vinyl (No Weld; Cove; Pattern; Excludes Materials)SqYDeat Welding (Sheet Vinyl)Lineat Lineat Lineat alletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | 1.1 |
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| astallation of Luxury Vinyl Tile (No pattern, excludes naterials)SqFtastallation of Rubber (Tile or Roll)SqFtastallation of Sheet Vinyl (No Weld; Cove; Pattern; Excludes Materials)SqYDeat Welding (Sheet Vinyl)Lineat Lineat Lineat alletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour |) | 2 |
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| stallation of Rubber (Tile or Roll)SqFtstallation of Sheet Vinyl (No Weld; Cove; Pattern; Excludes laterials)SqYDeat Welding (Sheet Vinyl)Lineat Lineat Lineat alletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | |
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| Iaterials)SqYDeat Welding (Sheet Vinyl)Lineaistallation Flash Cove (Sheet Vinyl)Lineaalletize/Shrink Wrap Old Carpet for ReclamationSqYDonventional Furniture Moving (Light)Hour | | 2. |
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| alletize/Shrink Wrap Old Carpet for Reclamation SqYD onventional Furniture Moving (Light) Hour | ar FT | 6. |
| onventional Furniture Moving (Light) Hour | ar FT | 4. |
| | | 2 |
| anyontional Eurpiture Moving Medium | ly Labor Rate | 71 |
| | ly Labor Rate | 78. |
| I F T Systems / Carpet Tile Projects Only SqYD |) | 25 |
| Ioisture Testing EACH | 1 | 2 |
| urnish/Install Resilient 4" Base Linea | ar FT | 3. |
| urnish/Install Resilient 6" Base Linea | ar FT | 3. |
| urnish/Install Carpeted 4" Base Linea | ar FT | 3. |
| urnish/Install Carpeted 6" Base Linea | ar FT | 3. |
| urnish/Install Transition Linea | ar FT | 6. |
| ile Laying & Installation SqFt | | 1 |
| oor Prep - Skim Coating to 1/8 inch (Material & Labor) SqFt | | 1.0 |
| oor Prep Self leveling to 1/4 inch (Material & Labor) SqFt | | 1. |
| | | L., |
| roject Management Fees (up to 20% of material cost) | ly Labor Rate | 1. |
| stallation ADD ON - Night/Weekend SqYD | ly Labor Rate | |
| Installation ADD ON - Sunday SqYD | | < = 20% |
| upplemental Benefit HR |) | |

| <u> 1 - UCB,UCSF)</u> | <u>NorCal (Are</u> | ea 2 - UCSC) | <u>NorCal (Ar</u> | ea 3 - UCD) |
|-----------------------|--------------------|-----------------|-------------------|-----------------|
| Prevailing Wage | Standard Rates | Prevailing Wage | Standard Rates | Prevailing Wage |
| 11.26 | 8.47 | 11.26 | 8.47 | 11.26 |
| 5.72 | 3.85 | 5.72 | 3.85 | 5.72 |
| 12.65 | 9.63 | 12.65 | 9.63 | 12.65 |
| 13.65 | 10.63 | 13.65 | 10.63 | 13.65 |
| 5.72 | 3.85 | 5.72 | 3.85 | 5.72 |
| 5.72 | 3.85 | 5.72 | 3.85 | 5.72 |
| 3.75 | 1.29 | 3.75 | 1.29 | 3.75 |
| 2.55 | 1.21 | 2.55 | 1.21 | 2.55 |
| 2.5 | 2.5 | 2.5 | 2.5 | 2.5 |
| 2.88 | 1.49 | 2.88 | 1.49 | 2.88 |
| | | | | |
| 4.94 | 3.2 | 4.94 | 3.2 | 4.94 |
| 3.68 | 2.74 | 3.68 | 2.74 | 3.68 |
| | | | | |
| 36.22 | 29.27 | 36.22 | 29.27 | 36.22 |
| 8.4 | 6.22 | 8.4 | 6.22 | 8.4 |
| 6.38 | 4.75 | 6.38 | 4.75 | 6.38 |
| 2.84 | 2.1 | 2.84 | 2.1 | 2.84 |
| 86.9 | 71.5 | 86.9 | 71.5 | 86.9 |
| 95.59 | 78.65 | 95.59 | 78.65 | 95.59 |
| 33 | 25.3 | 33 | 25.3 | 33 |
| 275 | 200 | 275 | 200 | 275 |
| 5.01 | 3.71 | 5.01 | 3.71 | 5.01 |
| 5.01 | 3.71 | 5.01 | 3.71 | 5.01 |
| 4.79 | 3.55 | 4.79 | 3.55 | 4.79 |
| 4.79 | 3.55 | 4.79 | 3.55 | 4.79 |
| 9.38 | 6.95 | 9.38 | 6.95 | 9.38 |
| 1.49 | 1.1 | 1.49 | 1.1 | 1.49 |
| 2.36 | 1.05 | 2.36 | 1.05 | 2.36 |
| 2.36 | 1.05 | 2.36 | | 2.36 |
| 125 | 95 | 125 | 95 | 125 |
| < = 20% | < = 20% | <= 20% | < = 20% | < = 20% |
| 5.94 | 4.75 | 5.94 | 4.75 | 5.94 |
| 8.94 | 7.15 | 8.94 | | 8.94 |
| < = \$25.00 | | < = \$25.00 | < = \$25.00 | < = \$25.00 |

| NorCal (Are | ea 4 - UCM) | SoCal (Area 1 - UCL | A, UCI, UCR, UCSB) | San Dieg |
|----------------|-----------------|---------------------|--------------------|----------------|
| Standard Rates | Prevailing Wage | Standard Rates | Prevailing Wage | Standard Rates |
| 8.47 | 11.26 | 8.47 | 11.26 | 8.47 |
| 3.85 | 5.72 | 3.85 | 5.72 | 3.85 |
| 9.63 | 12.65 | 9.63 | 12.65 | 9.63 |
| 10.63 | 13.65 | 10.63 | 13.65 | 10.63 |
| 3.85 | 5.72 | 3.85 | 5.72 | 3.85 |
| 3.85 | 5.72 | 3.85 | 5.72 | 3.85 |
| 1.29 | 3.75 | 1.29 | 3.75 | 1.29 |
| 1.21 | 2.55 | 1.21 | 2.55 | 1.21 |
| 2.5 | 2.5 | 2.5 | 2.5 | 2.5 |
| 1.49 | 2.88 | 1.49 | 2.88 | 1.49 |
| | | | | |
| 3.2 | 4.94 | 3.2 | 4.94 | 3.2 |
| 2.74 | 3.68 | 2.74 | 3.68 | 2.74 |
| | | | | |
| 29.27 | 36.22 | 29.27 | 36.22 | 29.27 |
| 6.22 | 8.4 | 6.22 | 8.4 | 6.22 |
| 4.75 | 6.38 | 4.75 | 6.38 | 4.75 |
| 2.1 | 2.84 | 2.1 | 2.84 | 2.1 |
| 71.5 | 86.9 | 71.5 | 86.9 | 71.5 |
| 78.65 | 95.59 | 78.65 | 95.59 | 78.65 |
| 25.3 | 33 | 25.3 | 33 | 25.3 |
| 200 | 275 | 200 | 275 | 200 |
| 3.71 | 5.01 | 3.71 | 5.01 | 3.71 |
| 3.71 | 5.01 | 3.71 | 5.01 | 3.71 |
| 3.55 | 4.79 | 3.55 | 4.79 | 3.55 |
| 3.55 | 4.79 | 3.55 | 4.79 | 3.55 |
| 6.95 | 9.38 | 6.95 | 9.38 | 6.95 |
| 1.1 | 1.49 | 1.1 | 1.49 | 1.1 |
| 1.05 | 2.36 | 1.05 | 2.36 | 1.05 |
| 1.05 | 2.36 | 1.05 | 2.36 | 1.05 |
| 95 | 125 | 95 | 125 | 95 |
| < = 20% | < = 20% | < = 20% | < = 20% | < = 20% |
| 4.75 | 5.94 | 4.75 | 5.94 | 4.75 |
| 7.15 | 8.94 | 7.15 | 8.94 | 7.15 |
| < = \$25.00 | | < = \$25.00 | < = \$25.00 | < = \$25.00 |

| o - UCSD | |
|---|-------|
| Prevailing | Wage |
| | 11.26 |
| | 5.72 |
| | 12.65 |
| | 13.65 |
| | 5.72 |
| | 5.72 |
| | 3.75 |
| | 2.55 |
| | 2.5 |
| | 2.88 |
| | |
| | 4.94 |
| | 3.68 |
| | |
| | 36.22 |
| | 8.4 |
| | 6.38 |
| | 2.84 |
| | 86.9 |
| | 95.59 |
| | 33 |
| | 275 |
| | 5.01 |
| | 5.01 |
| | 4.79 |
| | 4.79 |
| | 9.38 |
| | 1.49 |
| | 2.36 |
| | 2.36 |
| | 125 |
| < = 20% | |
| | 5.94 |
| | 8.94 |
| <mark>< </mark> | |
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| SUPPLIER: | New York Region 1: Bronx, Queens, Kings, Richmond, Nassau, Suffolk, Putnam, Westchester & Orange Counties <u>Labor Rate</u> \$140.74 \$182.96 \$182.96 \$229.87 POSES ONLY*** | New York Region 2: Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties <u>Labor Rate</u> \$140.73 \$182.95 \$182.95 \$182.95 |
|-----------|--|---|
| | | |
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| <u>New York Region 3:</u> Remainder of State of New York | <u>Northeast Region:</u> MA, ME, VT, NH, CT, RI, PA, VA, DC, RI, MD, DE, NJ | | | <u>st Region:</u> KY, NC, SC, |
|--|---|-----------------|----------------|----------------------------------|
| Labor Rate | Non Union Rate | Union Wage Rate | Non Union Rate | Union Wage Rate |
| \$140.73 | \$85.79 | \$126.60 | \$66.00 | \$97.40 |
| \$182.95 | \$111.52 | \$164.57 | \$85.80 | \$126.62 |
| \$182.95 | \$111.52 | \$164.57 | \$85.80 | \$126.62 |
| \$229.87 | \$140.12 | \$206.77 | \$107.80 | \$159.08 |
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| <u>South:</u> AR, AZ, TX, LA, MS | | <u>Cen</u> KS, OH, MI, MN, W IA, PA | I, MO, OK, MS, NE, | <u>W</u> є CA, CO, HI, AK, NV, MT, ID, SI |
|-------------------------------------|-----------------|---|--------------------|---|
| Non Union Rate | Union Wage Rate | Non Union Rate | Union Wage Rate | Non Union Rate |
| \$66.00 | \$97.40 | \$77.00 | \$122.10 | \$77.00 |
| \$85.80 | \$126.62 | \$96.80 | \$155.10 | \$96.80 |
| \$85.80 | \$126.62 | \$96.80 | \$155.10 | \$96.80 |
| \$107.80 | \$159.08 | \$116.60 | \$188.10 | \$116.60 |
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| est | Non-Continental: | |
| NM, OR, WA, WY, | AK 8 | |
| D, ND, UT | | |
| | | |
| | | |
| Union Wage Rate | Non Union Rate | Union Wage Rate |
| \$113.44 | \$77.00 | |
| \$142.61 | \$96.80 | |
| \$142.61 | \$96.80 | |
| \$171.78 | \$116.60 | \$171.78 |
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Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system.

It is required that 100% of existing carpet including carpet padding be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

| Column Title | Description | Column Mapping |
|----------------------------------|---|----------------|
| UC Campus | Site of Work | A |
| Project Description | Building/Location | В |
| Project Purchase Order | Project PO Number | С |
| Type of Material | Carpet LVT Rubber Linoleum Etc. | D |
| Amount of Material | Sq Ft/Yd captured | E |
| Reclamation Method | Recycled Incinerated Other | F |
| Final Disposal Site | Company/Location of Final Disposition | G |
| Cost of Reclamation | Invoiced Amount for Service | Н |
| Certificate of Disposal Provided | Yes (Y) or No (N) – Certificate Number | Ι |

Supplier will format quarterly report in the following manner:

Small Business Utilization

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

Supplier will format quarterly reporting in the following manner:

| Column Title | <u>Description</u> | Column Mapping |
|-----------------------------------|------------------------------------|----------------|
| UC Campus | Site of Work | А |
| Project Description | Building/Location | В |
| Project Purchase Order | Project PO Number | С |
| Subcontractor | Name of Subcontractor Business | E |
| Subcontractor's SBA Designation | Certified SBA Class | F |
| Total Invoice Amount for Services | All Labor Billing Performed by SBA | G |
| DIR Project ID | DIR Project Number | Н |

University of California Sales Reporting

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier's distribution network.

Supplier will provide monthly sales reporting in the following format:

| Column Title | Description | Column Mapping |
|---------------------------------|---|----------------|
| UC Campus | Site of Work | А |
| Project Description | Building/Location | В |
| Project Purchase Order | Project PO Number | С |
| Category | Product Service Freight Reclamation | E |
| Line Item Detail | SKU Style Labor Category | F |
| Total Invoice Amount for Line F | Total Amount Billed in USD (\$) | G |
| Billing Date | DD/MM/YY | Н |

Carbon Neutral Incentives

In the initial 24-months of the Agreement, any of Supplier's EcoWorx brand carpet tile Goods sold for use in University facilities will be carbon neutral. Supplier shall purchase carbon offsets equivalent to \$.10/sqyd for any University purchase of EcoWorx brand carpet tiles. Any such EcoWorx Good order must be placed with Supplier's Shaw Intregrated Solutions group and reference this agreement. Thereafter, the parties will assess and evaluate an extension of the Carbon Neutral Incentive during the Term, in whole or part. This carbon neutral incentive shall be available only to University facilities, the parties hereby agree this incentive will not apply to the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("Omnia"), under any Omnia contract, to any other Omnia member, or to any Good ordered place thereby.



Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 - RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) <u>License</u>.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) <u>UC Duties</u>. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) <u>Supplier Duties</u>. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 - PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) <u>Grant of License</u>. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) <u>Modifications</u>. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) <u>Acknowledgment</u>. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) <u>UC Rights</u>. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 - ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Bi-annually
- Price Changes: Annually

- \circ Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications



Amendment to Agreement

This Amendment #3 to Agreement UCOP# 2020002144 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

The following document is revised and incorporated by reference:

 "Attachment B – University of California/ OMNIA Price Schedule 8-2021"

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of August 13, 2021.

| By: | SHAW INDUSTRIES, INC. Larun S. Tallon | THE REGENTS OF THE UNIVERSITY OF CALIFORNIA |
|---------|--|--|
| Name: | Karen S. Tallon | Sean Parker |
| Title: | Vice President and Secretary | Acting Associate Director - Strategic Sourcing |
| Date: _ | 08/16/2021 | 8/17/2021 |



| Proposal Submitted To City of Artesia | Attention Accounts Payable | | Phone () - | Fax () - | | Date 08/30/24 | |
|---|-------------------------------|---------------|--------------------------|---|--|-------------------------|-----------------------|
| Proposal Name | | | | Job Name | | | Job # |
| Community Center - Opt 3 | | | Community Center - Opt 3 | | | 182225 | |
| Street 18750 Clarkdale Ave | | | | Job Street 18750 Clarkdale Ave | | | Proposal ID 206257 |
| City, State and Zip Artesia, CA 90701 | Architect Omnia | Date of Plans | | Job City, State and Zip Artesia, CA 90701581 | | Customer Job # None | Customer PO None |

We hereby submit specifications and estimates for:

| Item Description | Color | Qty | UOM | Unit Price | Extended Price |
|---|--------------------|-----------|------|----------------|----------------|
| Origin Resilient Plank 6" x 48" 6MM | 38130/Initiate | 14,554.08 | SF | \$4.90 | \$71,314.99 |
| Path Tile EW24 | 34761/Portabella | 80.00 | SY | \$46.44 | \$3,715.20 |
| Angle Profile Thermoplastic Rubber Base 4.5" | TBS/To Be Selected | 35.00 | LF | \$199.40 | \$6,979.00 |
| 3-in-1 ULTRA Hardwood Flooring Adhesive 4 Gallon / 181CA | | 61.00 | Each | \$158.54 | \$9,670.94 |
| 5000 Carpet Tile 4 Gal / N5000 | | 2.00 | Each | \$126.21 | \$252.42 |
| Wall Base Adhesive 1 Gallon / 166VS | | 8.00 | Gal | \$23.35 | \$186.80 |
| Carpet Removal | | 160.00 | SY | \$2.86 | \$457.60 |
| Carpet Disposal | | 160.00 | SY | \$1.07 | \$171.20 |
| LVT/VCT Removal | | 12,407.00 | SF | \$1.44 | \$17,866.08 |
| LVT/VCT Disposal | | 12,407.00 | SF | \$1.25 | \$15,508.75 |
| Skim Coat | | 13,847.00 | SF | \$1.52 | \$21,009.24 |
| Moisture Testing | | 5.00 | Each | \$183.91 | \$919.55 |
| LVT Install | | 13,847.00 | SF | \$2.40 | \$33,232.80 |
| Install Base | | 1,644.00 | LF | \$1.45 | \$2,383.80 |
| Rubber Stair Tread 1 unit Install | | 35.00 | Each | \$42.53 | \$1,488.55 |
| Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax. | | 1.00 | Each | \$7,890.83 | \$7,890.83 |
| Freight - Pricing Good for 30 Days | | 1.00 | Each | \$5,475.00 | \$5,475.00 |
| California Carpet Assessment as required by AB 2398 | | | | | \$79.20 |
| | | | | Basa Bid Total | \$198 601 95 |

Base Bid Total: \$198,601.95

Proposal Inclusions and Exclusions:

1. Contract#2020002144

- 2. Local Contact: Marcos Alday Installer: Dura Flooring
- 3. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
- 4. Proposal does not include removal of any materials containing asbestos.
- 5. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- 6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- 7. All pricing is based on work being completed during normal working hours.
- 8. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.



Proposal Inclusions and Exclusions:

- 9. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc).
- 10. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552
- 11. Please email your Purchase Order to Shelli Warren at shelli.warren@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of: Signature: Shelli Warren Shelli Warren \$198,601.95

Email: shelli.warren@shawinc.com

Conditions of Proposal:

- 1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified. Signed:

RESOLUTION NO. 24-3018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AUTHORIZING THE USE OF THE OMNIA PARTNERS PURCHASING PROGRAM AND APPROVING A CONTRACT TO SHAW CONTRACT, INC. FOR FLOORING SERVICES AT THE ALBERT O. LITTLE COMMUNITY CENTER

WHEREAS, the flooring at the Albert O. Little Community Center has experienced significant wear and tear and requires replacement to ensure the safety and functionality of the facility; and

WHEREAS, Section 3-4.17 of the Artesia Municipal Code allows the City to purchase supplies, equipment, and services through cooperative purchasing programs, such as those maintained by counties, states, or other public agencies, which are exempt from the standard purchasing requirements; and

WHEREAS, flooring is defined as a service under Section 3-4.02 of the Artesia Municipal Code, which includes carpeting repairs among other related services; and

WHEREAS, in 2011, the City of Artesia became a member of the OMNIA Partners Purchasing Program, a cooperative purchasing alliance (Membership ID 2522418), allowing the City to utilize competitively solicited contracts; and

WHEREAS, Shaw Industries submitted a flooring services proposal on August 30, 2024, attached hereto as Exhibit "A"; and

WHEREAS, the project involves minor alterations to an existing facility with no expansion of use, qualifying for a Class 1 Categorical Exemption under CEQA Section 15301 (d).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

<u>SECTION 1</u>. The City Council authorizes the use of the OMNIA Partners Purchasing Program to utilize contract #2020002144 with Shaw Industries, Inc. pursuant to Section 10278 of the California Public Contract Code and Section 3-4.17 of the Artesia Municipal Code.

<u>SECTION 2</u>. The City Council hereby finds and determines that the flooring replacement project at the Artesia Community Center is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (d) (Class 1 - Existing Facilities) of the State CEQA Guidelines

<u>SECTION 3</u>. The City Council hereby delegates the authority to the City Manager, or his designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may

be necessary for the completion of the flooring services project at the Albert O. Little Community Center.

PASSED, APPROVED, AND ADOPTED this 14th day of October, 2024.

TONY LIMA, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9H.

TO: Mayor and Members of the City Council

SUBJECT: Agreement for Painting Services with South Coast Painters

FROM: Adrian Fajardo, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council approve an agreement South Coast Painters for painting services at the Albert O. Little Community Center, for an amount not-to-exceed \$55,200, authorize the City Manager to execute on Council's behalf; and make a determination of exemption under CEQA pursuant to section 15301(d).

BACKGROUND:

The Albert O. Little Community Center has been a hub for community activities, programs, and events for decades. Due to the building's age and exposure to elements such as sunlight, moisture, and temperature changes, the exterior and interior paint have deteriorated. Fading, chipping, and peeling paint are evident on several walls and surfaces, which not only diminishes the aesthetic appeal of the Community Center but also poses a risk of further damage to the underlying structure. Over the years, routine maintenance and occasional painting touch-ups have helped prolong the existing paint's life. However, the facility now requires a more comprehensive repainting to maintain its appearance and structural integrity.

ANALYSIS:

The City solicited quotes from three qualified vendors to provide painting services for the Community Center. The cost comparison of the quotes received is as follows:

| Vendor | Cost | | | |
|----------------------|----------------|--|--|--|
| South Coast Painters | \$55,200 | | | |
| Dream Painting | \$85,000 | | | |
| CertaPro Painters | Non-responsive | | | |

South Coast Painters, with over 30 years of experience, have completed several projects for the City, including the painting of the Artesia Water Tower in 2017 and the Artesia Towne Center in 2022. Their work has consistently met project specifications and was completed to the City's satisfaction. The vendor will repaint both the interior and exterior of the Albert O. Little Community Center, covering stucco walls, block walls, doors, frames, trim, and metal utility screens. The work includes thorough preparation of the surfaces, including pressure washing to remove dirt and loose materials, cleaning and caulking wood surfaces, and sanding metal surfaces. High-quality, weather-resistant paint will ensure durability and protect the facility against future damage.

The project is expected to begin in late 2024 and will be completed within three weeks. To ensure the project proceeds efficiently, interior painting will be scheduled before the flooring is replaced in the community center to prevent any damage to the new floors. Exterior painting can be conducted concurrently with the flooring project, as it will not affect the interior work schedule or cause disruptions inside the building. Staff will coordinate with patrons to minimize disruptions to ongoing programs and events during both projects.

FISCAL IMPACT:

The total cost of the project is \$55,200, which includes all associated materials, labor, and warranties. Funding for this project is available through Artesia Park Facilities Improvements Project Grant from the California Natural Resources Agency. This project has no impact on the General Fund.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council approve an agreement South Coast Painters for painting services at the Albert O. Little Community Center, for an amount not-to-exceed \$55,200, authorize the City Manager to execute on Council's behalf; and make a determination of exemption under CEQA pursuant to section 15301(d).

Attachments

South Coast Painters Agreement

CONTRACT FOR PAINTING SERVICES FOR THE ALBERT O. LITTLE COMMUNITY CENTER PROJECT (Public Project under \$60,000)

This Contract for **Painting Services for the Albert O. Little Community Center** ("Contract") is dated **October 14, 2024** ("Effective Date") and between the City of Artesia, a California municipal corporation ("City") and **South Coast Painters** ("Contractor"). Contractor's license number is **892130** (Class **C33**); Contractor's DIR registration number is **1000577895.**

City and Contractor are referred to herein as the "Parties."

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. GENERAL SCOPE OF WORK; TERM; TERMINATION: Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the Painting Services (the "Project"), located at **the Albert O. Little Community Center** (the "Work") as more particularly described in the Scope of Work attached hereto as **Exhibit A**. All Work is to be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the **City Manager** or his or her designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein, shall continue until (a) all required work is completed, (b) fully executed releases as to any and all lien rights of any and all subcontractors have been received by City, and (c) the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work.

City may terminate this Contract, without cause, at any time by providing Contractor with not less than ten days' prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

2. TIME OF COMPLETION; LIQUIDATED DAMAGES. Notwithstanding any other provision of this Contract, the completion date for the Work shall be on or before the date that is 45 calendar days after the issuance by City of a Notice to Proceed ("Completion Date"). Time is of the essence in this Contract.

APPLICABLE – or – NOT APPLICABLE

Contractor agrees to the assessment of liquidated damages in the amount of \$250 for each calendar day the work remains incomplete beyond the Completion Date. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not constitute a waiver of liquidated damages. Liquidated damages are not intended to

compensate City for consequential damages which City may incur from other Contractor delay claims resulting from Contractor's delay in the performance of this Contract.

- 3. INCORPORATION OF STANDARD SPECIFICATIONS. The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications") is incorporated herein by this reference. In the event of any conflict between this Contract and the Standard Specifications, the provisions of this Contract shall control.
- 4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, payment bond, City insurance requirements, together with this written Contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the Parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
- 5. FEE SCHEDULE: Terms of payment and other applicable terms and conditions are listed in Exhibit B Fee Schedule. City shall pay to Contractor for furnishing the material and doing the prescribed work according to the unit prices and/or lump sum set forth in Exhibit B. The acceptance of final payment by Contractor shall constitute a release by Contractor of all claims against City arising out of this Contract except those claims which (a) have been made in writing and identified by Contractor as not having been settled at that time, or (b) are based on fraud or misconduct by City.
- INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum required limits and coverage as specified in Exhibit C City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City's Risk Manager as specified in Exhibit C.
- 7. PREVAILING WAGES: Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit D**. Contractor shall comply with all provisions of **Exhibit D**.
- 8. BONDS.
 - a. PAYMENT BOND: $\mathbf{\overline{R}}$ **REQUIRED** or $\mathbf{\overline{R}}$ NOT REQUIRED

Contractor shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Contract shall excuse this requirement. The required Payment Bond (Labor and Materials) form is attached hereto as Exhibit E.

b. PERFORMANCE BOND: NOT REQUIRED

9. RESOLUTION OF DISPUTES: In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the Parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims.

All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

9.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

9.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not

necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

9.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document 9.4.1 provisions pursuant to which the claim is made

- 9.4.2 List of documents relating to claim:
- Specifications (A)
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other
- 9.4.3 Chronology of events and correspondence
- 9.4.4 Analysis of claim merit
- 9.4.5 Analysis of claim cost, including calculations and supporting documents

Time impact analysis in CPM format 9.4.6

9.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

9.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

9.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

9.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

9.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

9.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

9.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

9.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

9.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

9.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

9.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

9.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

9.10 Government Code Claim Procedures.

9.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions

specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

9.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

9.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

9.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

9.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

a. <u>Indemnities for Third Party Claims</u>.

To the fullest extent permitted by law, Contractor shall, at its sole cost and 1) expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this

Contract, including the Indemnitees' passive negligence, except for Liabilities arising from the active or sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Contract, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph a.2).
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 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 Contract. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- b. <u>Workers' Compensation Acts not Limiting</u>. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Contract, shall 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.
- c. <u>Insurance Requirements not Limiting</u>. 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 Contract. The indemnities in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

- d. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Contract.
- 11. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of race, religious creed, ancestry, age, physical disability, mental disability, mental condition, genetic information, marital status, race, color, sex, gender, gender identity, gender expression, sexual orientation, national origin, or military and veteran status of such persons, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.
- 12. LICENSES: Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the Work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, Contractor shall possess a Class C39 California contractor's license.

Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

13. WARRANTY. The warranty applicable to the Work pursuant to this Contract shall be as set forth in:



B. Exhibit A.

14. ANTITRUST CLAIMS: Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the Parties.

15. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT: All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the Project, Contractor shall deliver to City all Written Products and other deliverables related to the Project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

16. THIRD-PARTY CLAIM: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17. INDEPENDENT CONTRACTOR: Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Work under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's exclusive direction and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 18. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
- 19. GOVERNING LAW AND VENUE: Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
- 20. ATTORNEYS' FEES: If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
- 21. NOTICES: Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be

delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

To CITY:

City of Artesia **Adrian Fajardo, Management Analyst** 18747 Clarkdale Avenue Artesia, California, 90701 Telephone number: (562) 865-6262

To CONTRACTOR:

South Coast Painters, Inc. 28364 S Western Avenue #465 Rancho Palos Verdes, CA 90275 Telephone Number: (310) 938-0368

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- 22. EXHIBITS: All Exhibits constitute a part of this Contract and are incorporated into this Contract by this reference. If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, or between a provision of this Contract and a provision of Contractor's proposal, the provisions of this Contract shall control.
- 23. ENTIRE AGREEMENT: This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both Parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
- 24. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES: Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. 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.

25. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF ARTESIA, a California municipal corporation **SOUTH COAST PAINTING** a California corporation

Abel Avalos, City Manager

Bobbie Manitkas, President

ATTEST:

Jennifer Alderete, City Clerk

Bobbie Manitkas, Secretary

APPROVED AS TO FORM:

HongDao Nguyen, City Attorney
Exhibit A

SCOPE OF WORK

| Proposal Submitted To | Primary Contact | Email | Phone |
|------------------------------|-----------------|--|----------------------------|
| City of Artesia | Adrian Fajardo | afajardo@cityofartesia.us | 562-844-7963 |
| Address: 18750 Clarksdale | | | |
| Artesia, CA | | | |
| | | ProjectNameandAddressArtesiaParkCenter | Proposal Date: 9/242024 |



Bonds: Lesron Insurance Agency

1440 North Harbor Blvd. Suite #610 Fullerton, CA 92835 License # 0792430

Workers Compensation: BBSI Barrett Business Services Inc. 330 Golden Shore Suite 170 Long Beach CA 90802 # 619-665-3677 2024-06-01

General Liability: Orr & Associates Insurance services CA license #OE63493 Automobile Liability: Orr & Associates Insurance Services Department of Industrial Relations Registration No. 1000577895

Federal Tax ID No. 47-272541

1.0 PRODUCTS AND GENERAL PREP:

All materials shall be per specifications and delivered to the project in original containers bearing the Manufacturers name and code. All materials to comply with current requirements of the Environmental agencies or other local, state and federal requirements.

| Preparation of various surfaces include: | |
|--|---|
| Stucco /Cement / Plaster | pressure wash as needed to remove loose dirt, rust, failing product from surface. Surfaces will be allowed to completely dry before application of primer and or paint products. |
| Wood | removing and dust or foreign matter and caulk areas with a greater gap of 1/8 to 1/4 inch in width. |
| Metal | loose rust, scale or peeling paint removed either by wire brush, scraping, or sanding as required. A metal cleaner or degreaser will be used to clean surfaces from dirt, grease, oils, or salt build up. Surfaces will either be rubbed with cloth or scrubbed with a stiff wire brush depending on condition of surface. All surfaces to be rinsed with water and allowed to completely dry before application of any primer/ rustoleum and or paint. Dunn Edwards Aristo-shield urethane or Sherwin Williams Pro Industrial urethane |

Preparation of various surfaces include:

| EXCLUSIONS | Factory | finished | surfaces, | black | metal |
|------------|----------|----------|-----------|-------|-------|
| | railings | | | | |

1.1 Paint Manufacturer and Color Choice:

Project to specify paint manufacturer, all paint applications applied per manufacturer recommendations. Color choice per owner.

Number of color choices per this bid: (Two)

1.1 Job Supervision:

A Project Manager /Crew leader will be on site. They will be responsible to assure all equipment and materials needed are present, and that the scope of work is being followed. All our employees are in-house, and our crew have worked with us for over fifteen years.

1.2 Change Orders:

Any changes to this agreement including additional work required, shall be set forth in writing and signed by both parties before the changes, or additional work is said to be complete.

2.0 GENERAL CONDITIONS

2.1 Job Safety:

South Coast Painting will take all necessary precautions when it comes to job-safety. South Coast Painting will make all necessary protective arrangements to prevent project operations from damaging the premises or other operations.

2.2 Storage:

South Coast Painting will keep all materials and equipment involved for the project stored in appropriate containers or adequately marked and secured locations.

2.3 Facilities:

South Coast Painting will provide portable toilets in a designated area as agreeable by Owner, or Owner will make available facilities for the use during said project.

2.4 Utilities:

Owner of property will make available water and electricity as needed for the completion of project described.

2.5 Debris:

South Coast Painting will perform all work in an orderly fashion as to clear worksite from unnecessary debris. All work-related trash or clutter will be managed daily. South Coast Painting will also remove all equipment and materials upon completion of project.

2.6 Permits:

Owner will obtain all necessary licenses and or permits required for all or any portion of the work to be completed. South Coast Painting will furnish upon request copies of any certificates and or other documents as evidence of compliance with applicable laws, ordinances, or other regulations from various agencies or departments as needed.

2.7 Notices:

When applicable South Coast Painting will post all notices to residents one week prior to scheduled work progress. Notices will be placed in common areas, front doors, etc. to provide resident adequate time to prepare and remove items from balconies or patios as needed. Contractor cannot be held responsible for any items left out by resident.

2.8 Insurance / Liability:

South Coast Paintings shall provide appropriate worker's compensation coverage and liability insurance to protect against any South Coast Painting negligence.

3.0 SCHEDULE AND WARRANTY

3.1 Project estimated time of completion:

15 Calendar days

The contractor will not be responsible for delays caused by fire, natural acts, or for any delay related to the management that is deemed out of control of the contractor.

3.2 Warranty:

South Coast Painting shall provide Warranty for all paint and labor against peeling and flaking for the term of one year from the agreement date herein. Warranty excludes any failure of previous coatings. Warranty does not cover termites, water damage, splitting, or warping wood on this project.

4.0 SCOPE OF WORK

- Complete exterior painting of the Community Center Building to include stucco walls, block walls, doors, frames, trim and metal A/C wall covers on roof Paint manufacturer Sherwin Williams or Dunn Edwards
- Interior walls and doors Room A. Interior walls and doors Room B.
- Interior walls and doors West side room

Exhibit B

FEE SCHEDULE

Payment will become due at the **completion of the project** and the final walk thru has been approved.

| Service | Cost |
|-------------------|-------------|
| Exterior Painting | \$41,900.00 |
| Interior Painting | \$13,300.00 |
| Total | \$55,200.00 |

Exhibit C

CITY INSURANCE REQUIREMENTS

A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Five Million Dollars (\$5,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit C.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing the Work under this Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. <u>Acceptability of Insurers</u>. The insurance policies required under this **Exhibit C** shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under Section 6 of the Contract.

C. <u>Additional Insured</u>. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Contract shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance 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.

E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Contract 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 City.

F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.

G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under this **Exhibit C**, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. <u>Evidence of Insurance</u>. Prior to the performance of the Work under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Contract.

K. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Work under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit C**.

Exhibit D

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project, as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit D**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The Project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing Work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit

to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake selfinsurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive expiration or termination of this Contract.

Exhibit E

Bond No.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Artesia ("Public Agency"), State of California, has awarded to ("Principal") a contract (the "Contract") to ______.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of ______ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

| Dated: | _ | |
|-------------|-------------|---|
| "Principal" | "Surety" | |
| | | _ |
| By: Its: | By: Its: | |
| | | |
| (Seal) | (Seal) | |

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9I.

TO:Mayor and Members of the City CouncilSUBJECT:Purchase and Sale Agreement for Acquisition of Real Property for the A.J. Padelford Park
Expansion ProjectFROM:Leslie Nacionales-Tafoya, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends the City Council approve, and authorize the City Manager to execute on the Council's behalf, the purchase and sale agreement prepared by Overland, Pacific & Cutler, Inc. ("OPC") for real property located at 11936 169th Street in the City of Artesia for a total purchase of \$555,000, plus relocation costs not-to-exceed \$155,000, and closing costs.

BACKGROUND:

In 2019, the City was awarded a grant for \$4,850,000 from the State of California Office of Grants and Local Services (State grant) for the A.J. Padelford Park Expansion Project, which involves acquiring the surrounding single-family residential properties and developing them into park open space. Since 2020, the City has contracted with OPC, a professional acquisition firm, to assist in the acquisition process and provide their expertise.

In March and April of 2021, the City Council approved the purchase of three properties: 11916, 11918, and 11926 169th Street. The demolition and development of the three properties into park open space was completed in October of 2023. On July 1, 2024, the City Council approved the purchase of 11928 169th Street. Escrow closed on the purchase of 11928 169th Street on September 13, 2024.

ANALYSIS:

OPC has continued to reach out to the remaining homeowners and had begun negotiating with the property owners at 11936 169th Street in March 2024. As part of the negotiation process, the City agreed to pay for an updated appraisal of the property. Previously, all 10 homeowners in the surrounding area received an appraisal of their property by R.P. Laurain and Associates. Omega Valuation, LLC, was contracted to provide an update of the original appraisal. After OPC presented the appraisal to the homeowner at 11936 169th Street, they drafted a purchase and sale agreement and presented it to the homeowner. The purchase and sale agreement includes the total offer amount based on the appraised value and escrow instructions to open escrow. Per the appraised value, the City presented the homeowner of 11936 169th Street a total offer amount of \$555,000. The homeowner signed the agreement on August 28, 2024.

The City submitted an application to Los Angeles County Regional Parks and Open Space District (RPOSD) Land Acquisition Grant Program in September 2024. The grant can be used for the purchase of property to develop open space and can be used for the following costs: purchase price of the land, escrow costs, staff costs, indirect costs, title fees and insurance. Staff requested funds in the amount of \$585,000, which will be used to purchase the property at 11936 169th Street. If awarded, the RPOSD grant will supplement the State funds, as staff found that those funds were not enough to purchase and develop all of the properties that were identified in the State grant.

The property owner of 11936 169th Street has agreed to an extended escrow of 180 days to enable the City to use the RPOSD funds, should they be awarded. The grant awards are expected to be announced in late December 2024 or January 2025. Escrow must close by April 15, 2025 per the purchase sale agreement which will give the City an ample amount of time to be awarded and receive the funds from RPOSD to close escrow. If the RPOSD grant is not awarded, the City will purchase the property with funds from the State grant.

GENERAL PLAN CONSISTENCY FINDINGS

Government Code Section 65402 requires the purchase of property by a city to be consistent with its general plan. Based on all evidence in the record, the City Council finds that the proposed acquisition of property to expand A.J. Padelford Park is consistent with the following goals and principles of the City's General Plan 2030:

 Open Space and Conservation Sub-Element's Community Goal OS-1, seeks to preserve, enhance, and expand parks and open space in all of Artesia's neighborhoods. The City of Artesia currently owns and operates three parks: Artesia Park, A.J. Padelford, and Baber Park. This acquisition proposes to expand A.J. Padelford Park providing more recreation and open space for use by the community. The acquisition will implement Policy Action OS 1.2.3 by considering land acquisition of vacant lots, and abandoned properties for neighborhood parks, pocket parks, and linear parks within existing neighborhoods. The City is currently working towards expanding and providing opportunities for development of additional recreational facilities.

FISCAL IMPACT:

There is no impact to the General Fund associated with the approval of the Purchase and Sale Agreement or the development of purchased properties to park space. The City received a State grant for the A.J. Padelford Park Expansion Project for \$4,850,0000. Total project costs thus far are \$3,267,506 and include consultant costs, appraisals, acquisition of four properties and development costs for three properties. There is \$1,582,494 remaining in the State grant for the A.J. Padelford Park Expansion Project. Staff requested \$585,000 from RPOSD, which if awarded, will add to the State grant and fund the purchase price, closing costs, title fees and insurance along with administrative costs associated with purchasing the property at 11936 169th Street. Additional funds were requested to stretch the State grant funds further, enabling purchase and development of additional properties should willing sellers continue to come forward.

The proposed Purchase and Sale Agreement of the real property located at 11936 169th Street in the City of Artesia is for \$555,000 plus relocation costs not to exceed \$155,000, and closing costs. The RPOSD grant was requested for \$585,000 to cover the purchase price of \$555,000 and allocate \$30,000 to be used for closing costs, title fees and insurance along with administrative costs associated with purchasing the property. Relocation costs will be funded with the State grant. If the RPOSD grant is not received, the entire cost of purchasing the property will be funded by the State grant.

RECOMMENDED COUNCIL ACTION:

Staff recommends the City Council approve, and authorize the City Manager to execute on the Council's behalf, the purchase and sale agreement prepared by Overland, Pacific & Cutler, Inc. ("OPC") for real property located at 11936 169th Street in the City of Artesia for a total purchase of \$555,000, plus relocation costs not-to-exceed of \$155,000, and closing costs.

Attachments

PSA - 11936 169th St

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND BILATERAL ESCROW INSTRUCTIONS

THIS AGREEMENT ("Agreement"), entered into on_____, 2024, between the CITY OF ARTESIA, a municipal corporation ("City" or "Buyer"), NICHOLAS C. SIPERLY, A SINGLE MAN ("Seller"); Buyer and Seller shall hereinafter be collectively referred to as "Parties"), regardless of number or gender;

THEREFORE, for and in consideration of their mutual promises, covenants and agreements, and subject to the terms, conditions and provisions of this Agreement, Seller agrees to sell to City, and City agrees to purchase from Seller, that certain real property ("Subject Property") legally described as follows:

SEE **EXHIBIT "A" - Legal Description** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (Commonly known as 11936 169TH Street Artesia, California 90701) (Assessor's Parcel Number 7011-020-013)

Said purchase and sale of Subject Property shall be in accordance with and subject to all of the following terms, conditions, promises, covenants, agreements and provisions, to wit:

1. <u>Conveyance by Seller</u>. Seller agrees to convey said real property to City, by Grant Deed, at the office of Commonwealth Land Title Insurance Company, 4400 MacArthur Blvd, Suite 800, Newport Beach, CA 92660, within sixty (60) days from and after the date on which the City has approved this Agreement.

2. <u>Title to be Conveyed</u>. Seller agrees that, except as may hereinafter be otherwise expressly provided, said real property shall be conveyed by Seller to City, as aforesaid, free and clear of any and all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations, encumbrances (whether monetary or non-monetary, general or specific, including any and all leasehold interests), liens, clouds or defects in title except those exceptions shown in paragraph 15 below. Seller hereby warrants that the title to said real property to be conveyed by Seller to City shall be free and clear as provided above. Seller further agrees that acceptance by City of any deed to said real property, with or without knowledge of any condition, restriction, reservation, exception, easement, assessment, profit, limitation, encumbrance (whether monetary or non-monetary, general or specific, and including any and all leasehold interests), lien, cloud or defect in title, shall not constitute a waiver by City of its right to the full and clear title hereinabove agreed to be conveyed by Seller to City, nor of any right which might accrue to City because of the failure of Seller to convey title as hereinabove provided.

3. <u>Title Insurance</u>. Seller agrees to deliver to City, concurrently with the conveyance of said real property to City, within the time and at the place hereinabove specified for said conveyance of Subject Property, a policy of title insurance to be issued by the above-mentioned title company, with the City therein named as the insured, in the amount of Five Hundred Fifty FiveThousand and no/100 Dollars (\$555,000.00). insuring the title of the City to the Subject Property is free and clear of any and all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations, encumbrances (whether monetary or non-monetary, general or specific, and including any and all leasehold interests), liens, clouds or defects in title, excepting such specific ones as city may hereinafter expressly agree to take subject to. Acceptance by City of any such policy of insurance, whether such insurance complies with the requirements of this paragraph or not, shall not constitute a waiver by City of its right to such insurance as is herein required of Seller, nor a waiver by the City of any rights of action for damages or any other rights which may accrue to City by reason of the failure of Seller to convey title or to provide title insurance as required in this Agreement.

4. <u>Escrow</u>. City agrees to open an escrow at the office of Commonwealth Land Title Insurance Company ("Escrow Agent") within five (5) days from and after the date on which the City has approved this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow. Escrow to close within One Hundred Eighty (180) days of the City's execution of this Agreement. If escrow is not in a condition to close by the Close of Escrow, and failure to close is due to unforeseen conditions of title or interest of third parties in the Subject Property that cannot be resolved in Escrow, then buyer may, at its option, request cancellation of escrow and this Agreement and return of any funds it has deposited into escrow. Thereupon, all obligations and liabilities of the Parties under this Agreement shall be entitled to possession of the Subject Property immediately upon close of Escrow.

The Escrow Agent hereby is empowered to act under this Agreement, and upon indicating its acceptance of this section

4 and of the General Provisions described in **Exhibit "B"** attached hereto and incorporated herein by this reference, in writing, delivered to the City and to the Seller within five (5) days after delivery of this Agreement, shall carry out its duties as Escrow Agent hereunder.

City agrees to bear and Escrow Agent is hereby authorized to charge to the City the cost of any transfer taxes, recording fees, cost of title insurance, re-conveyance fees, document preparation fees, escrow fees and any other closing costs incidental to the conveying of said real property to City. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures section 1265.240.

The liability to the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under sections 4, 6, and 8 and **Exhibit "B"** of the General Provisions of this Agreement.

5. Property Taxes. Such real property taxes, if any, on the Subject Property for the fiscal year within which said real property is conveyed to City as are unpaid at the time of said conveyance shall be cleared and paid in accordance with the provisions of section 4986 of the Revenue and Taxation Code of the State of California. Seller shall be eligible for a refund under section 5096.7 of the Revenue and Taxation Code of the State of California for that portion of property taxes on the Subject Property for said fiscal year which have been paid prior to the date the deed conveying said real property to City is recorded which is allocable to that portion of the fiscal year which begins on the date the deed conveying said real property to City is recorded and made uncollectible if unpaid by reason of section 5086 of the Revenue and Taxation Code of the State of california, seller so the Subject Property to City is recorded and made uncollectible if unpaid by reason of section 5086 of the Revenue and Taxation Code of the State of California. To the extent that Seller has prepaid any taxes or assessments attributable to the Subject Property; Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

All unpaid taxes on said real property for any and all years prior to the fiscal year within which said conveyance is made shall be paid by Seller before conveyance of the Subject Property to City.

If escrow closes between July 1 and November 1, and the current tax information is not available, Escrow Agent is instructed to withhold from Grantor's proceeds an amount equal to one hundred twenty percent (120%) of the amount payable on the prior fiscal year's second half tax bill. At such time as current tax information is available, Escrow Agent shall pay the first installment of real property taxes and assessments to the County Tax Collector and in the event the amount withheld is not sufficient, Grantor agrees to immediately pay the difference to Escrow Agent.

6. <u>Payment of Purchase Price</u>. City agrees to pay to Seller, and Seller agrees to accept from City, as and for the full purchase price for the Subject Property, fixtures & equipment (improvements pertaining to the realty), goodwill (if any), and severance damages, the total sum of Five Hundred Fifty Five Thousand and no/100 Dollars (\$555,000.00). City agrees to deposit said purchase price in escrow with the Escrow Agent within THIRTY (30) days from and after the date on which the City has approved this Agreement, and the Escrow Agent is hereby authorized to pay the same to Seller upon and after:

- a. Conveyance of said real property by Seller to City as hereinabove provided;
- b. Acceptance by City of a Grant Deed conveying said real property to City;
- c. Delivery to City of the policy of title insurance as hereinabove provided; and
- d. Recordation of the Deed conveying said real property to City.

7. <u>Possession</u>. Seller agrees to deliver to City, on the date the Deed conveying the Subject Property to City is recorded, quiet and peaceful possession of said real property, which shall be made free by Seller of all personal property.

- a. No later than fourteen days (14) days after close of escrow, Seller shall have removed all merchandise, inventory, equipment, personal property, and/or removable trade fixtures from the Subject Property. Any merchandise, inventory, equipment, personal property, and/or removable trade fixtures at the Subject Property as of three days after close of escrow shall be deemed abandoned by Seller on that date.
- b. If Seller does not vacate the Subject Property by the above stated date, the Seller agrees to have the Court immediately issue a Writ of Possession and/or Assistance, directing the Marshall or Sheriff of Orange County to take physical possession of the Property in favor of the City. Seller waives the right to have the City file an unlawful detainer action, as well as waive the right to any hearing or any requirements for an application by City to obtain the Writ of Possession and/or Assistance and waives

any and all rights to object to the issuance of said Writ if Seller does not vacate the Subject Property by fourteen (14) days after close of escrow.

8. <u>Rental and Occupancy By Seller</u>. Seller agrees to execute a complete, current and correct statement of rentals (Seller Estoppel) on a form furnished to Seller by City and deliver same to City within fifteen (15) days hereof with copies of any written leases or rental agreements attached. All rents will be prorated as of the close of escrow on the basis of a 30-day month/360-day year consistent with that statement, subject to approval of City. Seller hereby agrees not to rent any units on the premises which are vacant as of the date that this agreement is executed by seller, or which may be vacated by present occupants prior to close of escrow. In return, the City agrees to reimburse seller lost rentals incurred by keeping units vacant through the close of escrow. Seller agrees that any and all Tenant Security Deposits pertaining to the Subject Property collected by or in the possession of Seller prior to the close of escrow shall be transferred to and become the property of City during escrow.

Seller hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and Seller agrees to hold City harmless from all liability from any such leases or agreements. Seller also warrants that there are no oral or written leases on all or any portion of the Subject Property exceeding a period of one month.

9. <u>Waivers</u>. The waiver by City of any breach of any covenant or agreement herein contained on the part of the Seller shall not be deemed or held to be a waiver of any subsequent or other breach of said covenant or agreement nor a waiver of any breach of any other covenants or agreements contained herein.

10. <u>Heirs, Assigns, Successors-in-Interest</u>. This Agreement, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto.

11. <u>Time is of the Essence</u>. In all matters and things hereunder to be done and in all payments hereunder to be made, time is and shall be of the essence.

12. <u>Just Compensation</u>. Seller acknowledges and agrees that said purchase price is just compensation at fair market value for said real property and includes payment for fixtures & equipment (improvements pertaining to the realty), goodwill (if any), and severance damages.

13. Acknowledgment of Full Benefits and Release.

- A. By execution of this Agreement, Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Subject Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); precondemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Subject Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure sections 1245.245, 1263.025, and 1263.615; any other rights conferred upon Sellers pursuant to Code of Civil Procedure sections 1245.245, 1263.615, and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Subject Property by Buyer. This release shall survive the Close of Escrow.
- B. This Agreement arose out of Buyer's efforts to acquire the Property through its municipal authority. Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to, require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Subject Property.

This acknowledgment and release shall survive the Close of Escrow.

14.

Notices. The mailing address of the City of Artesia is 18747 Clarkdale Avenue, Artesia, CA 90701. The mailing address of the Seller is 11936 169th Street, Artesia, CA 90701.

Exceptions. City agrees to accept title to said real property subject to the following: NONE. 15.

16.

Entire Agreement. It is mutually agreed that the Parties hereto have herein set forth the whole of their Agreement. Performance of this Agreement by City shall lay at rest, each, every, and all issue(s) that were raised or

could have been raised in connection with the acquisition of the Subject Property by City. 17.

Hazardous Waste. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to section 25140 of the California Health and Safety Code, division 20, chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under section 25316 of the California Health and Safety Code, division 20, chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under section 25501 of the California Health and Safety Code, division 20, chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under section 25281 of the California Health and Safety Code, division 20, chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under article 9 or defined as "hazardous" or "extremely hazardous" pursuant to article 11 of title 22 of the California Administrative Code, division 4, chapter 20, (ix) designated as a "hazardous substances" pursuant to section 311 of the Clean Water Act, (33 U.S.C. § 1317), (x) defined as a "hazardous waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or (xi) defined as a "hazardous substances" pursuant to section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. § 9601 et seq. (42

Compliance With Environmental Laws. To the best of Seller's knowledge the Subject Property complies with all 18. applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the Subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

Indemnity. Seller agrees to indemnify, defend and hold the City harmless from and against any claim, action, 19. suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Subject Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Subject Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

20. Contingency. It is understood and agreed between the Parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the City herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.

Modification and Amendment. This Agreement may not be modified or amended except in writing signed by the 21. Seller and City.

22. <u>Partial Invalidity</u>. Any provision of this Agreement that is unenforceable or invalid or the conclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full force.

23. <u>Captions</u>. Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

24. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. <u>No Reliance By One Party On The Other</u>. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

26. <u>No Third Party Beneficiary</u>. This Agreement is intended to benefit only the Parties hereto and no other person or entity has or shall acquire any rights hereunder.

27. <u>Duty To Cooperate Further</u>. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement, without cost.

28. <u>Applicability of Agreement To Assignees</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to this Agreement .

29. <u>Authority to Execute Agreement</u>. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

30. <u>Incorporation of Exhibits</u>. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

SELLER: NICHOLAS C SIPERLY, A SINGLE MAN

× By: Nicholas C. Siperly

.

Date: 8/28, 2024

City/Buyer City of Artesia

Date: _____, 2024

Abel Avalos City Manager

Attest:

_____ Date: _____, 2024

Jennifer Alderete City Clerk

Approved as to Form:

Best Best & Krieger City Attorney Date: _____, 2024

EXHIBIT "A"

LEGAL DESRIPTION

.

LOT 15 IN BLOCK 10 OF PETROLEUM GARDENS TRECT, IN THE CITY OF ARTESIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 13 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 7011-020-013

EXHIBIT "B"

GENERAL ESCROW PROVISIONS

All disbursements shall be made by Escrow's check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of California and may be transferred to any other general escrow account or accounts. The expression "close of escrow" means the date on which instruments referred to herein are filed for record. All adjustments are to be made on the basis of a 30-day month. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

There shall be no proration of any existing insurance policies in this escrow.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you. In the event you file a suit in interpleader, you shall ipso facto be fully released and discharged from all obligations imposed upon you in this escrow.

If for any reason funds are retained or remain in escrow, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

Time is declared to be the essence of these instructions. If you are unable to comply within the time specified herein and such additional time as is required to make an examination of the official records, you will return all documents, money or property to the party entitled thereto upon satisfactory written demand and authorization. Any amendment of and/or supplement to any instructions must be in writing. The seller agrees to sell and the buyer agrees to buy the property herein described upon the terms hereof.

These escrow instructions, and amendments hereto, may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instruction.

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9J.

TO: Mayor and Members of the City Council

SUBJECT: Second Amendment to Professional Services Agreement with Placeworks, Inc.

FROM: Karen Lee, Special Projects Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, approve the second amendment to the professional services agreement between the City of Artesia and Placeworks, Inc. for preparation of the Artesia Downtown Specific Plan for an amount not-to-exceed \$460,785, and authorize the City Manager to execute on their behalf.

BACKGROUND:

The City Council approved an Agreement with Placeworks, Inc. (the Consultant) to prepare the Artesia Downtown Specific Plan (ADSP) and authorized the City Manager to execute and to make amendments that do not change the not to exceed amount on their behalf. The City Manager executed the first amendment on May 16, 2024, that extended the term under the agreement. This amendment was made to more accurately align the Agreement's term with the funding agreements the City executed with the Los Angeles Metropolitan Transportation Authority (Metro) to fund the preparation of the ADSP. The ADSP will consist of policies and standards to guide the City's decision-making in areas such as land use, economic development, and transportation in relation to the renamed Southeast Gateway Line light rail station that will be located in the City's Downtown.

ANALYSIS:

The Consultant is currently preparing the public review draft of the ADSP, the draft Environmental Impact Report (EIR), and the accompanying technical reports. Concurrently, the Artesia Square development project is currently undergoing its entitlement process. As the potential Artesia Square development (1746 South Street) will likely be the first project built under the ADSP, it is important that the ADSP is developed without contradicting the project. This will require additional assistance from the Consultant. Additionally, staff changes have lengthened the City's review time of the public draft of the ADSP and the EIR. The public draft of both documents are expected to be released concurrently in January 2025. The resulting additional work exceeds the Agreement's provision that allows the City Manager to approve extra work without Council approval.

FISCAL IMPACT:

The Agreement's existing not to exceed amount is \$414,785. The proposed amendment increases the not-toexceed amount to \$460,785. There is budget capacity between the two grants to fund the increase, along with remaining funds from the City's allotment from Metro for environmental study expenses related to the light rail project. The project is completely funded by the three grants provided by Metro. The City will pay associated invoices and file for reimbursement from Metro.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, approve the second amendment to the professional services agreement between the City of Artesia and Placeworks, Inc. for preparation of the Artesia Downtown Specific Plan for an amount not-to-exceed \$460,785, and authorize the City Manager to execute on their behalf.

Attachments

4.10.23 ADSP Agreement.pdf First Amendment ADSP.pdf Second Amendment ADSP.pdf

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 10TH day of April, 2023, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and PlaceWorks, Inc., a California Corporation, with its principal place of business at 700 S. Flower Street, Suite 600, Los Angeles, California 90017 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning and environmental services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Artesia Downtown Specific Plan and Environmental Impact Report (EIR) project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning and environmental consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term</u>. The term of this Agreement shall be from April 10, 2023, to February 28, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 **Responsibilities of Consultant.**

3.2.1 <u>Independent Contractor; Control and Payment of Subordinates</u>. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Alan Loomis, Principal.

3.2.5 <u>City's Representative</u>. The City hereby designates the City Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates Alan Loomis, Principal, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, gualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 <u>Period of Performance</u>. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 <u>Employment Eligibility: Consultant</u>. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and subsubconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 <u>Air Quality</u>. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 <u>Time for Compliance</u>. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 <u>Types of Insurance Required</u>. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 <u>Insurance Endorsements</u>. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.2.11.6 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or selfinsured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.11.9 <u>Enforcement of Agreement Provisions (non estoppel)</u>. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 <u>Requirements Not Limiting</u>. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 <u>Insurance for Subconsultants</u>. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 <u>Water Quality Management and Compliance</u>. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed FOUR HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED EIGHTY FIVE DOLLARS (\$414,785) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 <u>Rate Increases</u>. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 <u>Prevailing Wages</u>. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 <u>Registration/DIR Compliance</u>. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 <u>Maintenance and Inspection</u>. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 <u>Termination of Agreement</u>.

3.6.1.1 <u>Grounds for Termination</u>. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| Consultant: | PlaceWorks, Inc. 700 S. Flower Street, Suite 600 Los Angeles, California 90017 ATTN: Alan Loomis, Principal |
|-------------|--|
| City: | City of Artesia 18747 Clarkdale Avenue Artesia, California 90701 ATTN: Aldo E. Schindler, City Manager |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 <u>Documents & Data; Licensing of Intellectual Property</u>. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. If City desires to reuse any documents or other deliverables, including electronic media, pertaining to the project prepared by Consultant, City may do so, but if such documents or other deliverables are reused by City for any purpose other than that for which such documents or deliverables were originally prepared, or if City causes such documents or deliverables to be altered without Consultant's written consent, such reuse shall be at City's risk

3.6.3.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 <u>Right to Use</u>. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any
patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services, unless required by law. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

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

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 <u>Governing Law; Government Code Claim Compliance</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 <u>et seq</u>. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 <u>Attorney's Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

3.6.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.

3.6.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 <u>Assignment</u>; <u>Subcontracting</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the term or compensation of the Agreement.

3.6.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 <u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to

continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

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

CITY OF ARTESIA

ALAN LOOMIS, PRINCIPAL PLACEWORKS, INC.

By:

ALDO E. SCHINDLER CITY MANAGER

By:

ALAN LOOMIS

PRINCIPAL

Attest:

Acting City Clerk

Approved as to Form:

Best Best & Krieger LLP City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant's Proposal Dated March 2, 2023 attached

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CITY OF ARTESIA • MARCH 2, 2023





Cover Letter

March 2, 2023

Karen Lee CITY OF ARTESIA

Subject: Artesia Downtown Specific Plan and Environmental Impact Report (EIR)

Transmitted via Email: klee@cityofartesia.us

On behalf of **PlaceWorks** and our consultant team, I am pleased to submit our proposal to prepare the City of Artesia's Downtown Specific Plan and EIR. The ability to use Metro Grant Funds will position the City for the coming Metro Rail, identifying potential investments in both public infrastructure and private development to ensure the proposed rail station enhances the downtown and the city. More importantly, it is an opportunity to create a contemporary strategy for Downtown assisting the City in meeting its RHNA allocations and promoting new economic activity and sales-tax-producing businesses.

Our team is optimally suited to achieving these goals and meeting the terms and schedule of the Metro Grant. PlaceWorks one of California's leading experts in transit-oriented planning, and our integrated design, planning, and environmental teams will work in parallel and complimentary tasks. E.g., our environmental team will provide input on the vision concepts so they can be viable alternatives for the EIR. Our planning team will clearly articulate the preferred concept so the EIR can kick off as early as possible. This internal team coordination will be critical to meet the Grant's two-year schedule. To that end, the majority of our proposed teamwork in person and side by side in our Downtown LA office.

Our team can also provide significant project leadership in the light of staff resource limitations and time. As a 15-year veteran of city hall planning departments, I served as team leader and community liaison for a variety of similar projects, including the Glendale Tropico Station Plan, funded though the same Metro TOD Planning Grants program. We will easily communicate our working method with city hall processes.

As Principal of Urban Design, I will be principal-in-charge of the project and project manager of the urban design and planning teams efforts on the Specific Plan. **Karen Gulley**, who led the Downtown Bellflower Specific Plan, will serve as a principal advisor. **Addie Farrell**, our LA office's Principal of Environmental Services, will lead the CEQA process. **KTUA** will provide multimodal transportation planning expertise, building on their recent experience crafting Artesia's Active Transportation Plan. For transportation analysis, **Linscott Law & Greenspan** will evaluate potential traffic impacts. **Fuscoe** will assist both planning and CEQA staff on infrastructure studies and analyses.

As a principal, I am authorized to bind the team to the contents of this submittal and negotiate contracts on behalf of PlaceWorks. My address is listed in the letterhead below, and my phone and email are: 213.623.1443 x2101 / aloomis@placeworks.com.

We thank you for this opportunity and look forward to your response.

Respectfully submitted,

PLACEWORKS

Alan Loomis AICP | Principal, Urban Design

Firm and Staff Qualifications

PlaceWorks is one of California's leading planning firms engaged in downtown redevelopment and transitoriented planning. As detailed in our references, we have worked in/for multiple locations like Downtown Artesia, including Downtown Bellflower and Los Alamitos. Currently, we are working with the City of San Bernardino to develop a Specific Plan for its downtown, which includes San Bernardino's Downtown Transit Center. The team we present for this project have experience on these and other related projects and is highly experienced with producing quality results with projects like the Artesia Specific Plan.

Note: In terms of the cost spreadsheet—to avoid violating RFP specifications (81/2"x11" page-size only, 12-pt font, and 1-inch margins), we are providing a collapsed summary table in that section which made it necessary to provide per-person bill rates, hours per total task, and cost per total task for the staff in this section. See Cost section introduction for more information.

PLACEWORKS



ALAN LOOMIS AICP | Principal, Urban Design

Principal in Charge / Project Manager Alan is an award-winning urban designer, planner and educator with over 25 years' experience in both the private sector and public agencies. From 2017 to 2020 Alan was the City Urban

Designer for Santa Monica, California, where he worked to provide a cohesive and comprehensive approach to urban design. He was the city's overall and design lead for Promenade 3.0, a vision plan to comprehensively redesign the iconic Third Street Promenade. Before Santa Monica, Alan led the urban design program in the City of Glendale for 12 years—starting as the city's first on-staff urban designer and ending as Deputy Community Development Director. Alan's portfolio includes numerous downtown and transit-oriented districts throughout California. Bill Rate: \$255. Total Hours: 125. Budget Portion: \$31,875



MOLLY MENDOZA AICP | Associate II

Assistant Project Manager / Project Planner

Molly is a highly skilled planner is experienced in managing comprehensive planning projects and specific plans. She is strong in data research and analysis, as well as developing

community outreach plans and engaging communities and other stakeholders. Molly currently serves as assistnt project manager to Alan and multipl objective design standards projects, is involved in Orange County Council of Governments' objective design standards, and is a key staff member of the City of San Bernardino Downtown Specific Plan. Bill Rate: \$175. Total Hours: 302. Budget: \$52,850



KAREN GULLEY | Managing Principal, Design

Principal Advisor

Karen is a talented and seasoned, innovative problem solver with 25+ years of experience. Her skill with all facets of community planning and urban design for private and public sector clients expands opportunities for creative solutions. Adept at establishing a rapport with her audience, Karen communicates complex and often controversial issues clearly and accurately. She is an expert at community outreach and facilitation and developing tailored solutions to revitalization opportunities, including site planning, urban design and placemaking concepts. Bill Rate: \$260. Total Hours: 13. Budget Portion: \$3,380



STEVE GUNNELLS | Chief Economist/Associate Principal

Market Analysis/Feasibility

Steve's career spans the spectrum of community planning and economic development and bridges the gap between long-range planning policies and economic development. As PlaceWorks' in-house economist, he focuses on crafting plans, policies, and development projects that are

grounded in regional and global economic realities. He helps clients leverage market forces to achieve

their goals. And most importantly, he uses his grasp of economics and real estate markets not only to overcome existing challenges but to help communities create visionary plans that capitalize on the possibilities, not just past trends. Bill Rate: \$245. Total Hours: 8. Budget Portion: \$1,960

CHAD SO | Associate |

Project Designer



concepts; first/last mile plans for transit stations; and multimodal strategic and specific plans. Chad provides project and graphic design for a variety of projects including the San Bernardino (City) Downtown Specific Plan, Placentia Chapman Avenue Corridor Plan, and San Jose's Five Wounds Transit District. Bill Rate: \$155. Total Hours: 334. Total Budget: \$51,770

ADDIE FARRELL | Principal, Environmental Services

EIR Principal and QA/QC Addie is a seasoned project manager who navigates CEQA/NEPA processes while managing staff and project teams for a wide range of project types, from remediation to recreation to entertainment to health care and beyond. She excels at providing clients with strategic and holistic

support, advising on a broad array of technical and strategic issues. Her dedication and professional style have brought several complex and high-profile projects that have earned awards from AEP and APA. Addie also manages diverse in-house and subconsultant teams and pays keen attention to quality and detail and maintains that attention challenging situations. Bill Rate: \$260. Total Hours: 81. Budget Portion: \$21,060



JENNIFER KELLEY | Senior Associate

EIR Project Manager

Jennifer is a skilled environmental professional with nearly 10 years of experience leading CEQA/NEPA analyses for development and infrastructure projects. Jennifer has managed infill development projects from the proposal stage through entitlement and served as a deputy project manager on large-scale EIRs. She has served in environmental planning and management roles leading numerous comprehensive land use and aesthetics compatibility analyses and produced supporting visual graphics. She is also proficient in producing quantitative studies to measure cumulative impacts on public services and utilities using local, regional, and state-level data. Bill Rate: \$190. Total Hours: 224. Budget Portion: \$42,560



NICOLE VERMILION | Principal, AQ/Energy/GHG and Noise QA/QC of Technical Analyses

Nicole oversees all aspects of the air quality, energy, GHG, and noise technical team's impact evaluations under CEQA and is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks studies are

defensible and consistent with current case law. An expert in her field, Nicole has performed numerous GHG emissions inventories for individual projects as well as citywide emissions inventories for general plans. She frequently presents at planning and environmental conferences, and she participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and is a beta tester for the CalEEMod program. Bill Rate: \$250. Total Hours: 27. Total Budget: \$6,750

NON-KEY (ENVIRONMENTAL AND SUPPORT) STAFF

JOHN VANG, Sr Associate, Air Quality/Energy/GHG: Rate: \$230. Hrs: 5. Budget: \$6,750 KRISTIE NGUYEN, Associate, Air Quality/Energy/GHG: Rate: \$155. Hrs: 224. Budget: \$34,720 ALEJANDRO GARCIA INCE-USA, Sr Associate, Noise Lead: Rate: \$195. Hrs: 46. Budget: \$8,970 DINA EL CHAMMAS GASS PE, Sr Engineer, Hydrology/Water Quality: Rate: \$205. Hrs: 14. Budget: \$2,870 EIR Graphics: *Rate:* \$110. *Hrs:* 24. *Budget:* \$2,640 | Tech Editing: *Rate:* \$135. *Hrs:* 50. *Budget:* \$6,750 | WP/Clerical: *Rate:* \$125. *Hrs:* 42. *Budget:* \$5,250

KTUA (Multimodal Transportation)

Established in 1970, **KTUA** has expanded the boundaries of the traditional landscape architecture practice by incorporating land use and transportation planning, community planning, federal planning, resource management, and visualization practices. They provide planning and landscape architectural services that promote the sustainable use of resources while creating inspiring and functional environments that support all human activities. The firm focuses on the principles of healthy placemaking—a collaborative process for reshaping the public realm of neighborhoods, communities, and regions. PlaceWorks and KTUA have teamed on a number of projects including the recent Soboba Indian Reservation ATP in Riverside County.

LINSCOTT LAW & GREENSPAN (LLG) (Traffic and Parking)

LLG, founded in 1966, specializes in the preparation of master plans for multi-use development projects, specific plans, traffic impact studies, and site access/circulation studies for the public and private sector. Other detailed studies include speed surveys, trip generation surveys for special generator land uses, travel time/commute surveys, patron intercept surveys, neighborhood intrusion surveys, and transportation demand management plans. LLG assists in the development of site plans to ensure that vehicular access; bike/ped mobility; parking, and internal circulation is optimized and meets criteria.

FUSCOE ENGINEERING (Civil Engineering, Infrastructure)

Since 1992, **Fuscoe** has provided civil engineering for land development, public infrastructure and General and Specific Plan EIRs, using an eco-adaptive[®] approach. Specialty practices include water quality assurance; sustainable engineering; survey & mapping services; and geospatial technology. Fuscoe has delivered a broad range of services for numerous General Plans and Specific Plans and associated EIRs for Southern California agencies. In the past 20 years alone, Fuscoe and PlaceWorks have teamed on a dozen major projects including recent, successful Specific Plans/EIRs for Westminster Mall, Bellflower (TOD), and Anaheim's Beach Boulevard Corridor.

Relevant Experience with References

NORWALK CIVIC CENTER/ENTERTAINMENT DISTRICT SPECIFIC PLAN & EIR | City of Norwalk



The Norwalk Entertainment District Civic Center Specific Plan outlines a vision and development framework for enhancing the city hall area as a thriving and experienceoriented center for residents and visitors. At the site of the current city hall lawn, this mixed-use development plan capitalizes on the unique features of the area, allows flexibility for unique and imaginative design, and achieves the city's objectives to provide space for community gatherings; diversify and expand the city's housing stock with multifamily housing, including affordable units; create a sense of place; support transit and active transportation but provide sufficient parking for current/future

users.

Key Staff Involved: Alan Loomis, Molly Mendoza, Addie Farrell, Nicole Vermilion

- **Key Project Outcomes**: Completed in a challenging 8-month schedule to achieve approval before election cycle to avoid triggering the Surplus Land Act. Created a framework for future development.
- **Reference**: John Ramirez, Director, Community Development | City of Norwalk | 12700 Norwalk Blvd, Norwalk CA 90650 | 562.929.5953 | jramirez@norwalkca.gov

LOS ALAMITOS TOWN CENTER STRATEGIC PLAN | City of Los Alamitos



Los Alamitos faced the enormous challenge of creating a town center destination at the intersection of two 9-lane arterials. Building on previous General Planning efforts, PlaceWorks developed a series of urban design strategies to attract developers to the Town Center and help achieve the city's priorities, including meeting the City's . The Strategic Plan is informed by meaningful engagement with numerous stakeholders. Its flexible development strategy can adapt to market disruptions and defines implementation strategies and incentives. Central to the Strategic Plan is the conversion of Pine Street into a

landscaped "main street" to create a pedestrian-scaled environment that can be repurposed to host large-scale community events.

Key Staff Involved: Alan Loomis, Steve Gunnells, Addie Farrell

- **Key Project Outcomes**: Adopted in February 2022, with implementing Housing Element zoning adopted in February 2023. The Plan has formed the foundation for the City's activation of Pine Street with regular festivals in 2022.
- **Reference: Tom Oliver**, Associate Planner | City of Los Alamitos | 3191 Katella Ave, Los Alamitos CA 90720 | 562.431.3538 x303 | toliver@cityoflosalamitos.org

CITY OF ARTESIA ACTIVE TRANSPORTATION PLAN (ATP) | CivicWell

KTUA partnered with the nonprofit Local Government Commission, now called CivicWell, to engage residents and businesses in analyzing the challenges to walking and bicycling, with recommendations to make city streets work for all users. The ATP prioritizes citywide pedestrian and bicycle improvements, complementing visioning for the commercial and historic districts and previous improvements to the South Street Corridor and Pioneer Boulevard/Downtown Specific Plan. KTUA assessed nonmotorized transportation needs and current inventory. The focus was on providing improved transportation choices in disadvantaged neighborhoods and near local schools in the city.

Key Staff Involved: Joe Punsalan, Jacob Leon



- **Key Project Outcomes**: Plan developed through robust public engagement process that included a series of workshops, outreach "pop-up" events, and a multi-day charrette process to identify needs, challenges and opportunities for walking, bicycling, transit, and strategies to activate downtown and preserve and enhance community character.
- Reference: Grace Person, Senior Project Manager | CivicWell | 3191 980 9th St #1700, Sacramento, CA 95814 | 916.448.1198 x335 | gperson@civicwell.org

BELLFLOWER TOD SPECIFIC PLAN & EIR | City of Bellflower



PlaceWorks developed the Downtown Bellflower Station Area Specific Plan to help the City achieve its goals for comprehensive and quality development in the targeted areas and combine the city's goals for the downtown area with the benefits of the West Santa Ana Branch Transit Corridor. The transit corridor will connect to a wide range of destinations in Los Angeles and Orange counties and create opportunities for the city to reintroduce Bellflower as a thriving, experience-oriented district. The plan's goals are to attract a range of new development, encourage multimodal transportation, and improve access to employment centers.

PlaceWorks also conducted a parking management study that summarizes existing parking inventory, evaluates long-term trends, and makes recommendations for planning and managing parking.

Key Staff Involved: Karen Gulley, Steve Gunnells, Fuscoe Engineering

Key Project Outcomes: Adopted in 2019, this area has achieved its goal of attracting a range of exciting new development, which includes the <u>Live at Edgeway</u> residential development, the unique and popular <u>Steelcraft Bellflower</u>, which is across from the future transit station, and <u>Kalaveras</u>, a new restaurant with outdoor dining on Bellflower Boulevard.



Reference: Jason Clarke, Senior Planner | City of Bellflower | 16600 Civic Center Dr, Bellflower CA 91706 | 562.804.1424 x2248 | jclarke@bellflower.org

Additional Projects

WESTMINSTER MALL REDEVELOPMENT SPECIFIC PLAN and EIR | City of Westminster





The Westminster Mall Specific Plan was an unparalleled opportunity to create a sense of place and elevate the city's image and economic presence in the region. PlaceWorks helped the city facilitate conversations between seven property owners and long-term

leaseholders to create a single master plan for the 100-acre site that

anticipate demolishing up to 1.3 million square feet and replacing it with 3,000 new residential units (with 10 percent affordable), 600,000 square feet of retail, new office space, hotels, and 17 acres of parks and

open space. The specific plan increases building heights to 10 stories and includes a retail preservation plan to maintain one of the city's largest sales-tax-generating uses.

Key Project Outcomes: Adopted 2022. Ultimately, the mall's redevelopment is expected to result in a \$2 to \$3 billion investment in the community, including a new Kaiser medical facility.

TROPICO STATION | City of Glendale



The Tropico neighborhood is Glendale's southernmost and most transitaccessible neighborhood. It is home to the city's Amtrak and Metrolink station and two Metro Rapid bus lines connecting directly to Hollywood, Pasadena, and downtown Los Angeles. PlaceWorks' Alan Loomis (employed as

Glendale's Deputy Director of Urban Design at the time) obtained grant funding, hired consultants, managed an extensive community outreach effort targeted to the neighborhood's diverse range of stakeholders, and prepared the implementation-oriented TOD plan. Included in this scope was the refinement of existing mixed-use zoning standards to align with the proposed TOD plan. He also directed city staff in securing over \$1.5 million dollars in funding—through the LA Metro Call for Projects grants program—for first-mile/last-mile transportation infrastructure improvements around the train station. A substantial component of the Tropico Center Plan the adjustment of existing parking policies and recommend modifications to the city's parking codes to better realize its potential as a transit-oriented neighborhood.

Key Project Outcomes: General Plan policies adopted in 2018, with implementing Zoning Standards adopted in 2022. First/Last Mile infrastructure completed in 2022. Approximately 1000 new units of urban housing built or approved since initiation of the plan.

Elaboration on Scope of Work and Deliverables

We have reviewed the scope of work in the RFP and are prepared to meet the details and deliverables outlined by it. We understand that the RFP scope of work is also embedded in the City's grant agreement with LA Metro, which limits possible deviations. That said, we believe it represents a sound approach to developing the Downtown Specific Plan and EIR. Therefore, the discussion that follows does not repeat the scope of work but elaborates on tasks or subtasks we believe can be eliminated or curtailed, or where we can provide unique added value.

Our project approach and schedule mirror the RFP scope of work and anticipate a City Council adopting hearing within 24 months of the kick-off meeting. To achieve this, we anticipate a significant degree of overlap between the planning tasks and the environmental analysis.

Assuming an April Notice-to-Proceed and Project Initiation Meeting (Task 1.2), we anticipate completing Task 2: Background Analyses in roughly three months, or by the end of June 2023. This will allow us to begin generating alternatives (Task 3.1) in early summer. In an optimum scenario, the City's new Planning Manager will be hired by this time and able to provide input and direction in the process. We expect to conduct public outreach, workshops, and study sessions (Tasks 3.2 and 4) to consider those alternatives in summer 2023, in the months of July, August, and September.

In our present understanding of downtown Artesia, we expect the alternatives will distinguishes by either a range of density, degree of change, focal areas for new development, or a combination of these factors. For example, a residential development at 80 units/acre has a distinctly different scale and height in comparison to development at 40 units/acre. Degree of change can be measured by percentage of land or parcels expected to redevelop, wherein any ratio over 30% represents a significant degree of transformation and investment. How these two factors will interact may be determined by geographyparcels south of the future rail line are generally larger with a lower lot-coverage ratio than lots north of the tracks on Pioneer Boulevard and are therefore more likely to redeveloped into higher density projects. Exploring these variations and communicating them through graphics and illustrations will be one of the key features of the Stakeholder Engagement (Tasks 3.2 and 4).

Critical steps in this engagement will be both the public workshop and study sessions with policy makers. We expect to host the public workshop to share alternatives in late July. At this time, we will also launch an online presence to share information virtually. To conclude this outreach period, we propose to engage both the Planning Commission and City Council in a joint study session meeting in September. Their charge will be to define the City's preferred alternative, taking into account public input received to date.

We anticipate emerging for this public discussion in early fall with a preferred alternative, defined in enough detail to serve as a solid project description for the EIR. Establishing this project description by September 2023 will be necessary so we can initiate the technical studies, such as traffic, air quality, and noise, that will be needed for CEQA analysis. From this September date, we anticipate an approximately 16-month timeline for completion and adoption of the EIR.

As technical studies are prepared between November 2023, and January 2024, we will simultaneously refine the preferred alternative and prepare the Administrative Draft Specific Plan. Our planning staff and technical teams will work in tandem to ensure seamless integration of data between both the Draft Specific Plan and Draft EIR.



Based on information in the RFP and our familiarity with CEQA review for specific plan projects of similar scale and setting, PlaceWorks anticipates that a Program EIR (PEIR) will be the appropriate level of CEQA document to support the City's adoption of the proposed Specific Plan and to assist in future streamlining of projects as the vision of the Specific Plan is realized. Our integrated environmental and planning teams, with Addie, Jennifer, Alan and most support staff at our LA office, will ensure that the CEQA process is initiated in a time- and cost-effective manner. The PEIR will address the City's goals for improvements of the Specific Plan area and further refined during the visioning process. The PEIR anticipates analyzing objective development and design standards that implement the proposed Specific Plan.

In close coordination with the planning team, PlaceWorks' environmental team will review existing and proposed land use statistics and development standards to determine baseline conditions. The PEIR will incorporate by reference relevant information from the City's General Plan and General Plan EIR, Housing Element, Zoning Code (Title 9, Chapter 2), Artesia Active Transportation Plan, Metro's WSAB Transit Corridor Draft EIR (2021), and other relevant planning and policy documents.



Based on our initial review of the RFP, the proposed Specific Plan's location, and the existing plans and policies listed above, the following analyses will be prepared to support the PEIR: air quality, energy, and greenhouse gas (GHG) emissions; noise and vibration; hydrology; utilities and service systems; cultural resources; and transportation. PlaceWorks will prepare an air quality, energy, and GHG emissions technical analysis to evaluate potential criteria air pollutant, toxic air contaminant, energy, and GHG emissions impacts associated with the preferred land use concept. In addition, PlaceWorks will prepare the noise and vibration technical analyses to support the Specific Plan. The results of these technical analyses will be summarized in the EIR, and modeling will be provided in an appendix. The PEIR will also incorporate the infrastructure and utilities studies to be prepared by Fuscoe under Task 2.1 and provide analysis of existing hydrology and water quality conditions, and utilities and service systems. PlaceWorks will also prepare a cultural resources analysis to incorporate in the PEIR. PlaceWorks will evaluate potential impacts to archaeological, paleontological, and historical resources from implementation of the Specific Plan. LLG will prepare a transportation impact study, which will include VMT analysis (if necessary), an assessment of safety impacts at two ramp intersections under Caltrans jurisdiction, and a non-CEQA analysis of intersection operations and level of service at up to six intersections in the Specific Plan area.

Because of the program-level analyses in the PEIR and existing mitigation in the City's General Plan, the following studies would not be essential to complete the PEIR: shadow analysis, housing displacement study, health risk assessment, Phase I environmental site assessment (ESA), and utility capacity analysis. These studies tend to be site specific and may be required for future development projects case by case. However, the topics associated with these studies will be addressed thoroughly in the PEIR in their respective sections and pursuant to the CEQA Guidelines. Based on our initial assessment of the Specific Plan area and existing conditions, it is anticipated that the following topics will not warrant further analysis beyond the Initial Study and may be scoped out of the PEIR: agricultural and forestry resources, biological resources, geology and soils, hazards and hazardous materials, mineral resources, and wildfire.

We anticipate issuing a Notice of Preparation for the PEIR in February 2024 with both the Public Draft Specific Plan (Task 6) and Draft PEIR available for public review and comment in Summer 2024.

We propose holding the first Planning Commission meeting during the 45-day comment period of the DEIR. This allows Commissioner and public comments at the meeting to be registered as official comments to the DEIR for response in the Final PEIR.

Formal hearings by Planning Commission and City Council to adopt the Specific Plan and Final EIR will begin by November 2024, completing the project by February 2025, consistent with the City's objectives in the RFP.

Schedule

The graphic schedule on page 11 illustrates our planning process and timeline as described above in our scope understanding. In order to stay in keeping with the RFP specifications of 8½"x11" page-size only, 12-pt font, and 1-inch margins, we have compressed Task 7 to focus on critical path timelines. Highlighted in this schedule are key meetings, public outreach events, and milestone deliverables through the process. If the City's proposal reviewers prefer to view the schedule in a more traditional, 11"x17"-sized graphic showing all tasks and months across the top, we will modify our file and provide that upon request.

Cost

In order to not violate the RFP specifications of 8½"x11" page-size only, 12-pt font, and 1-inch margins, we are providing the summary table below, which collapses the columns of staff showing detail by subtask; we have, however, provided per-person billing rates, hours per total task, and cost per total task for the key staff shown under *Firm and Staff Qualifications* beginning on page 2. Please note that we have the full spreadsheet available now in 11"x17" which shows the bill rates of key and support staff, all hours per task/subtask by per person, subconsultant firm per task/subtask in a more contextual, at-a-glance view, and we will make this available to the City immediately upon request.

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| ΜΟΝΤΗ | .2 Project Initiation | .3 Project Management | .1 Background Analyses | .2 Vision & Goal Definition | 3.1 Alt Generation | 3.2 (see Task 4) | .3 Preferred Alt Framework | 4.1 Stakeholder Engagement | 5.0 Admin Draft SP | 6.0 Public Draft SP | 7.0 CEQA | 7.4 CEQA - Technical Studies | 7.6 CEQA - Draft EIR | 7.9 CEQA - FEIR, Findings, NOD | 8.0 Final Draft SP | 9.0 Hearings |
| April 2023 | | Kicko | if Me | eting | m | m | m | 4 | <u>u</u> | <u>u</u> | | | | | | 01 |
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| August | | | D | EIR Co | mme | nt Pe | riod> | | | | - Maria | | PC | Heari | ng #1 | |
| September | | | - | | | | | | | | and a | | | | | |
| October | | | | - | | | | No. of Concession, Name | and the second | Final | Speti | fic Pla | - | Contraction | Provide States | |
| November | | | | | | | and a state of the state | | | last to contract | No. | | PC | Heari | ng #2 | |
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| lanuary <mark>2025</mark> | | | | | | | | | | | | City | Coun | cil He | aring | |
| February | | | | | | | | | | | | | | | | |

Proposed Schedule: Artesia Downtown Specific Plan and EIR

CITY OF ARTESIA · Downtown Specific Plan and EIR

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Cost Proposal: Artesia Downtown Specific Plan and EIR

| | | | | KTUA | FUSCOE | LLG | 10% | |
|--|---|---|--|------------|---------------------------|-----------------|---|---|
| ask | | Place- Works | Place- Works | Multi- | Civil | Traffic/ | Subcons. Labor Total (incl. 10% | TOTAL TASK |
| | Hourly Rate: | Hours | Labor Total | Modal | Engineering | Parking | mark-up) | BUDGET |
| SK 1. PROJECT INITATION & MANAGEMENT | CARLEY AND A DURING | the state | 1.1. | | S. M. S. Martin | | | |
| 1.1 RFP/Procurement (by City - NO PW hrs) | | 0 | | | | | \$0 | |
| 1.2 Project Initiation Meeting | | 6 | \$1,240 | | | | \$0 | \$1,2 |
| 1.3 Project Mgmtt/Staff Coordination | | 105 | \$21,700 | | | | \$0 | \$22,1 |
| | Task 1. Subtotal | 111 | \$22,940 | \$0 | \$0 | \$0 | \$0 | \$23,3 |
| SK 2. BACKGROUND ANALYSIS | | | and a state of the | | ALC: NOTE: N | | | |
| 2.1 Background Data Collection & Summary | | 70 | | | 6,500 | | \$7,150 | \$19,8 |
| 2.2 Project Vision & Goal Definition | | 56 | and the second division of the second divisio | 4.0 | 47.470 | 40 | \$0 | \$10,1 |
| | Task 2. Subtotal | 126 | \$22,450 | \$0 | \$7,150 | \$0 | \$7,150 | \$30,0 |
| SK 3. PREFERRED ALTERNATIVE DEVELOPMENT | | State In Lat | A | | | | | and the second |
| 3.1 Alternatives Generation | | 96 | \$16,900 | | 1,500 | | \$1,650 | \$18,8 |
| 3.2 Community Open House & Stakeholder Mtg | s (Budget in Task 4) | 0 | | | | | \$0 | |
| 3.3 Preferred Alternative Framework | | 102 | \$18,180 | | | | \$0 | \$18,5 |
| | Task 3. Subtotal | 198 | \$35,080 | \$0 | \$1,650 | \$0 | \$1,650 | \$37,4 |
| SK 4. STAKEHOLDER ENGAGEMENT | SHOP IN A REAL PROPERTY. | | 100.00 | | | | | ATT AND |
| 4.1 Stakeholder Engagement Plan | | 9 | | | | | \$0 | \$1,6 |
| 4.2 Project Website | | 25 | \$4,135 | | | | \$0 | \$4,2 |
| 4.3 Community Workshop | | 60 | \$10,980 | | | | \$0 | \$11,2 |
| 4.4 Online Survey | | 21 | \$3,675 | | | | \$0 | \$3,7 |
| 4.5 Stakeholder Meetings (7) | | 24 | | | | | \$0 | \$4,9 |
| 4.6 PC/CC Joint Study Session | | 38 | | | | | \$0 | \$6,9 |
| | Task 4. Subtotal | 177 | \$32,095 | \$0 | \$0 | \$0 | \$0 | \$32,7 |
| SK 5. ADMIN DRAFT SPECIFIC PLAN | | | | | | | | |
| 5.1 Admin Draft Specific Plan | | 120 | | 12,000 | | | \$18,150 | \$39,5 |
| | Task 5. Subtotal | 120 | \$20,940 | \$13,200 | \$4,950 | \$0 | \$18,150 | \$39,5 |
| SK 6. PUBLIC REVIEW DRAFT SPECIFIC PLAN | and the second | Sauger 1 | | - Antike | Contraction of the second | internation and | State of the | 10.000 |
| 6.1 Public Review Draft Specific Plan | | 49 | | | | | \$0 | \$8,9 |
| | Task 6. Subtotal | 49 | \$8,740 | \$0 | \$0 | \$0 | \$0 | \$8,9 |
| SK 7. CEQA | | Alter Street | ALL ALL AND | | | The state of | Participation of the second | 帝 著 雪吻 |
| 7.1 Initial Meeting & Project Description | | 52 | | | | | \$0 | \$8,3 |
| 7.2 Prepartion of IS & AB 52 Assistance | | 59 | | | | | \$0 | \$8,5 |
| 7.3 Notice of Preparation & Scoping Mtg | | 32 | \$5,610 | | | | \$0 | \$5,3 |
| 7.4 Preparation of Technical Studies | | 30 | | | | | \$0 | \$4,1 |
| 7.4.1 AQ/GHG/Eneregy | | 172 | \$29,410 | | | | \$0 | \$29,9 |
| 7.4.2 Noise | | 78 | | | | | \$0 | \$14,4 |
| 7.4.3 Transportation | | 0 | | | | 50,000 | | \$55,0 \$11,3 |
| 7.4.4 Hydrology/Utilities & Service Systems | | 66 | \$10,930 | | | | \$0 | |
| | | | 60.000 | | | | co. | |
| 7.4.5 Cultural Resources | | 32 | | | | | \$0 | \$6,3 |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR | | 230 | \$34,080 | | | | \$0 | \$6, \$34, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC | | 230 60 | \$34,080 \$9,280 | | | | \$0 \$0 | \$6,: \$34, \$9, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments | | 230 60 66 | \$34,080 \$9,280 \$10,320 | | | | \$0 \$0 \$0 | \$6, \$34, \$9, \$10, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared | | 230 60 66 17 | \$34,080 \$9,280 \$10,320 \$2,580 | | | | \$0 \$0 \$0 \$0 \$0 | \$6, \$34, \$9, \$10, \$2, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR | | 230 60 66 17 50 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 | | | | \$0 \$0 \$0 \$0 \$0 \$0 | \$6, \$34, \$9, \$10, \$2, \$8, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings | | 230 60 66 17 50 15 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 | | | | \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$6, \$34, \$9, \$10, \$2, \$8, \$2, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD | | 230 60 66 17 50 15 9 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 | | | | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$6, \$34, \$9, \$10, \$2, \$8, \$2, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings | Task 7. Subtotal | 230 60 66 17 50 15 9 0 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$0 | Ś | | \$55.000 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) | Task 7. Subtotal | 230 60 66 17 50 15 9 0 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$0 | \$C | | \$55,000 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$11, \$6, \$34, \$10, \$10, \$2, \$8, \$2, \$1, \$2, \$2, \$2, \$2, \$2, \$2, \$2, \$2, \$2, \$2 |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN | Task 7. Subtotal | 230 60 66 17 50 15 9 0 9 0 9 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$0 \$155,710 | ŞC | | \$55,000 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$2, \$1, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) | | 230 60 66 17 50 15 9 0 9 68 9 68 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$2,200 \$1,420 \$1,420 \$155,710 \$3,420 | | | | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$213, \$3, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan | Task 7. Subtotal Task 8. Subtotal | 230 60 66 17 50 15 9 0 9 68 9 68 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$2,200 \$1,420 \$1,420 \$155,710 \$3,420 | \$0 \$0 | | | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$3, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan SK 9. PUBLIC HEARINGS | | 230 60 66 17 50 15 9 0 0 968 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$1,420 \$3,420 \$3,420 | | | | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$33, \$33, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan | Task 8. Subtotal | 230 60 66 17 50 15 9 0 0 968 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$155,710 \$3,420 \$3,420 \$3,420 \$3,420 | \$0 | \$0 | \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$33, \$31, \$33, \$34, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan SK 9. PUBLIC HEARINGS | Task 8. Subtotal Task 9. Subtotal | 230 60 66 17 50 15 9 0 9 9 68 20 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$155,710 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 | \$C \$C | \$0 \$0 \$0 | \$0 \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$33, \$33, \$34, \$14, \$14, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan SK 9. PUBLIC HEARINGS | Task 8. Subtotal Task 9. Subtotal Labor Hours Total | 230 60 66 17 50 15 9 0 9 9 0 9 68 20 20 20 20 20 20 20 20 20 20 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 | \$0 | \$0 | \$0 \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$5, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$33, \$33, \$34, \$14, \$14, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan | Task 8. Subtotal Task 9. Subtotal | 230 60 66 17 50 15 9 0 9 9 0 9 68 20 20 20 20 20 20 20 20 20 20 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$155,710 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 | \$C \$C | \$0 \$0 \$0 | \$0 \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$5, \$10, \$2, \$8, \$2, \$1, \$213, \$213, \$33, \$34, \$14, \$14, \$140, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan SK 9. PUBLIC HEARINGS 9.1 Hearings (4) | Task 8. Subtotal Task 9. Subtotal Labor Hours Total | 230 60 66 17 50 15 9 0 9 9 0 9 68 20 20 20 20 20 20 20 20 20 20 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 | \$C \$C | \$0 \$0 \$0 | \$0 \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$11, \$2, \$14, \$213, \$3, \$3, \$3, \$14, \$14, \$14, \$140, \$10, |
| 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.9 Preparation of Final EIR 7.10 Prepare Findings 7.11 Prepare/File NOD 7.12 PM for CEQA (Optional Task) SK 8. FINAL DRAFT SPECIFIC PLAN 8.1 Final Draft Specific Plan SK 9. PUBLIC HEARINGS 9.1 Hearings (4) | Task 8. Subtotal Task 9. Subtotal Labor Hours Total | 230 60 66 17 50 15 9 0 9 9 0 9 68 20 20 20 20 20 20 20 20 20 20 20 20 20 | \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 \$2,200 \$1,420 \$1,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420 | \$C \$C | \$0 \$0 \$0 | \$0 \$0 | \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ | \$6, \$34, \$9, \$10, \$2, \$11, \$22, \$11, \$213, \$213, \$33, \$33, \$34, \$14, \$14, \$144, |

Note: The font in this spreadsheet is set to 12 pt, but to make all rows fit to one page within the required margins, some downscaling may have occurred. Also, as described in the Cost section introduction, an uncollapsed, complete cost at-a-glance version of this spreadsheet will be made available upon request.



PlaceWorks – Los Angeles 700 South Flower Street, Suite 600, Los Angeles CA 90017 213.623.1443

Additional Offices Orange County | Inland Empire | Central Coast | Bay Area | Sacramento

placeworks.com



EXHIBIT "A" SCOPE OF SERVICES

Consultant's Proposal Dated March 2, 2023 attached

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EXHIBIT "B" SCHEDULE OF SERVICES

| | | | | | and the second se | | | TA | 3 1 | | | | | | | |
|--------------------------|----------------------|----------------------|---------------------------------|----------------------------|---|------------------|---------------------------|----------------------------|--------------------|----------------------|----------|-----------------------------|--------------------|------------------------------|--------------------|--------------|
| | 2 Project Initiation | 3 Project Management | 2.1 Background Analyses | 2 Vision & Goal Definition | 3.1 Alt Generation | 3.2 (see Task 4) | 3 Preferred Alt Framework | 4.1 Stakeholder Engagement | 5.0 Admin Draft SP | 0 Public Draft SP | .0 CEQA | .4 CEQA - Technical Studies | 6 CEQA - Draft EIR | 9 CEQA - FEIR, Findings, NOD | 8.0 Final Draft SP | 9.0 Hearings |
| MONTH | -i | Hicko | NAME AND ADDRESS. | N | m | m | m | 4 | ú | 9. | 7 | 2 | <u> </u> | 5 | φġ | Ø |
| April 2023 | | KICKO | fj Me | eting | - | | | | | | | | | | | |
| May | | | | Failes | | an alista | ns An | ahuri | | | | | | | | |
| June | | | | | | interesting and | I Stat | | | | | | | | | |
| ylut | | | | | Coll Income | y 300 | 11 Stat | No. of Concession, Name | - | | | Carl | | | | |
| August | | | Altern | ative | | - | Constanting | And and a second second | - | | e and | | епона | 27 | | |
| September | | | | | | | | March and and | | | ly Ses | COMMANDIA. | | | | |
| October | | | | | | | | TRIE | rred A | It / El | R Pro | ect f | **** | etion | | |
| November | | | | | | | | _ | | | TESENSAT | | | | | |
| December | | | | 6 | | | | | | _ | | | | | | |
| January 2024 | - | | | | | | | and the second | and in the second | | | | | | | |
| February | | | | | | | Mtg | 12/201 | e ac | - | | NOP | | | | |
| March | | | | Adr | nin Di | aft S | ecific | Plan | | | | | | | | |
| April | | | Construction de la construction | | | | | ennesseenen | | | | | | | | |
| May | | | | | | | | | | and the second | | | | | | |
| June | | | | | | | | | | 2 | Sec. | | | | | Anna |
| July | - | | P | ublic | Praft | Specij | ic Pla | n and | DEIR | | and a | | | | | - |
| August | | | D | EIR Co | mme | nt Pe | riod> | C SI I | | | | | PC | Heath | bg #1 | |
| September | | | | | | | | | | | | | | mann | | ~~~ |
| October | | | | | Columnos transmission | | | | - | Final | Speci | fic Pla | in and | i feik | | - |
| November | | | | | | | | | | | | | PC | Heari | ng #2 | |
| December | | | | | | | | 200 | | | | | | | | |
| January 2025 February | | | | | | | | | | Manager of Statement | | City | Cour | icil He | aring | |

EXHIBIT "C" COMPENSATION

| | 1 | | 1 | KTUA | FUSCOE | LLG | 10% | |
|---|--|--|--|-------------|---|--------------------|--|--|
| | | | t t | | | | | |
| | | | | | | | Subcons. | |
| | | Place- | Place- | 201020 | Second 1 | | Labor Total | TOTAL |
| ask | | Works | Works | Multi- | Civil | Traffic/ | (incl. 10% | TASK |
| | Hourly Rate: | Hours | Labor Total | Modal | Engineering | Parking | mark-up) | BUDGET |
| K 1. PROJECT INITATION & MANAGEMENT | | ol | (0) | | | | \$0 | ŚO |
| 1.1 RFP/Procurement (by City - NO PW hrs) | | | \$0 | | | | \$0 | \$1,265 |
| 1.2 Project Initiation Meeting | | 6 105 | \$1,240 | | | | \$0 | \$22,134 |
| 1.3 Project Mgmtt/Staff Coordination | Test & C. burnel | 111 | \$22,940 | \$0 | \$0 | \$0 | | \$23,399 |
| | Task 1. Subtotal | 111 | \$22,940 | \$0 | 50 | 50 | 30 | \$23,335 |
| SK 2. BACKGROUND ANALYSIS | and the second | | 440.400 | | 6 600 | | \$7,150 | \$19,890 |
| 2.1 Background Data Collection & Summary 2.2 Project Vision & Goal Definition | | 70 | \$12,490 | | 6,500 | | \$7,150 | \$10,159 |
| 2.2 Project Vision & Goal Definition | Task 2. Subtotal | 126 | \$22,450 | \$0 | \$7,150 | \$0 | | \$30,049 |
| | Task 2. Subtoral | 120 | \$22,430 | 20 | \$7,150 | | \$7,150 | \$30,045 |
| SK 3. PREFERRED ALTERNATIVE DEVELOPMENT | A STREET STREET | 96 | \$16,900 | | 1,500 | Contraction of the | \$1,650 | \$18,888 |
| 3.1 Alternatives Generation 3.2 Community Open House & Stakeholder Mtgs | (Durdant in Task A) | 96 | \$16,900 | | 1,500 | | \$1,850 | \$10,000 |
| | (Budget in Task 4) | 102 | \$18,180 | | | | \$0 | \$18,544 |
| 3.3 Preferred Alternative Framework | Task 3. Subtotal | 102 | \$35,080 | \$0 | \$1,650 | \$0 | | \$37,432 |
| | Task 3. Subtotal | 158 | \$33,080 | 50 | \$1,030 | 30 | \$1,050 | 337,432 |
| SK 4. STAKEHOLDER ENGAGEMENT | | | 44.000 | Carl Albert | | | \$0 | \$1,688 |
| 4.1 Stakeholder Engagement Plan 4.2 Project Website | | 9 | \$1,655 \$4,135 | | | | \$0 | \$4,218 |
| 4.2 Project Website 4.3 Community Workshop | | 60 | \$4,135 | | | | \$0 | \$11,200 |
| 4.4 Online Survey | | 21 | \$3,675 | | | | \$0 | \$3,749 |
| 4.5 Stakeholder Meetings (7) | | 24 | \$4,840 | | | | \$0 | \$4,937 |
| 4.6 PC/CC Joint Study Session | | 38 | \$6,810 | | | | \$0 | \$6,946 |
| 4.6 PC/CC Joint Study Session | Task 4. Subtotal | 177 | \$32,095 | \$0 | \$0 | \$0 | | \$32,737 |
| SK 5. ADMIN DRAFT SPECIFIC PLAN | Task 4. Subtotul | | \$32,055 | | 40 | | | |
| 5.1 Admin Draft Specific Plan | | 120 | \$20,940 | 12,000 | 4,500 | | \$18,150 | \$39,509 |
| 5.1 Munan Shart Specific Hair | Task 5. Subtotal | 120 | \$20,940 | \$13,200 | | \$0 | | \$39,509 |
| SK 6. PUBLIC REVIEW DRAFT SPECIFIC PLAN | Turk 51 Subtotur | 120 | 920,510 | V15/200 | | | | |
| 6.1 Public Review Draft Specific Plan | Charles and a state of the | 49 | \$8,740 | | CONTRACTOR OF STREET, S | | 50 | \$8,915 |
| d.1 Public Review Dran Specific Plan | Task 6. Subtotal | 49 | \$8,740 | \$0 | \$0 | \$0 | | \$8,915 |
| SK 7. CEOA | Task 6. Subtotal | 43 | 30,740 | | | | | Vepses |
| | | 52 | \$8,200 | LT | | | \$0 | \$8,364 |
| 7.1 Initial Meeting & Project Description 7.2 Prepartion of IS & AB 52 Assistance | | 52 | \$8,700 | | | | \$0 | \$8,874 |
| 7.3 Notice of Preparation & Scoping Mtg | | 32 | \$5,610 | | | | 50 | \$5,722 |
| 7.4 Preparation of Technical Studies | | 30 | \$4,780 | | | | 50 | \$4,876 |
| | | | \$29,410 | | | | \$0 | \$29,998 |
| | | | | | | | | |
| 7.4.1 AQ/GHG/Eneregy | | 172 | | | | | 50 | \$14,402 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise | | 78 | \$14,120 | | | 50,000 | \$0 | \$14,402 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation | | 78 0 | \$14,120 \$0 | | | 50,000 | \$55,000 | \$55,000 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems | | 78 0 66 | \$14,120 \$0 \$10,930 | | | 50,000 | \$55,000 | \$55,000 \$11,149 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources | | 78 0 66 32 | \$14,120 \$0 \$10,930 \$6,080 | | | 50,000 | \$55,000 \$0 \$0 | \$55,000 \$11,149 \$6,202 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources 7.5 Prepare Admin EIR | | 78 0 66 | \$14,120 \$0 \$10,930 | | | 50,000 | \$55,000 | \$55,000 \$11,149 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources | | 78 0 66 32 230 | \$14,120 \$0 \$10,930 \$6,080 \$34,080 | | | 50,000 | \$55,000 \$0 \$0 \$0 \$0 | \$55,000 \$11,149 \$6,202 \$34,762 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources 7.5 Prepare Admin ElR 7.6 Prepare Oraft ElR & NOC | | 78 0 66 32 230 60 | \$14,120 \$0 \$10,930 \$6,080 \$34,080 \$9,280 | | | 50,000 | \$55,000 \$0 \$0 \$0 \$0 \$0 \$0 | \$55,000 \$11,149 \$6,202 \$34,762 \$9,466 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources 7.5 Prepare Admin ElR 7.6 Prepare Draft ElR & NOC 7.7 Respose to Comments | | 78 0 66 32 230 60 66 | \$14,120 \$0 \$10,930 \$6,080 \$34,080 \$9,280 \$10,320 | | | 50,000 | \$55,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$55,000 \$11,149 \$6,202 \$34,762 \$9,466 \$10,526 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources 7.5 Prepare Admin EIR 7.6 Prepare Draft EIR & NOC 7.7 Respose to Comments 7.8 JMMP Prepared | | 78 0 66 32 230 60 66 17 | \$14,120 \$0 \$10,930 \$6,080 \$34,080 \$9,280 \$10,320 \$2,580 | | | 50,000 | \$55,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$55,000 \$11,149 \$6,202 \$34,762 \$9,466 \$10,526 \$2,632 |
| 7.4.1 AQ/GHG/Eneregy 7.4.2 Noise 7.4.3 Transportation 7.4.4 Hydrology/Utilities & Service Systems 7.4.5 Cultural Resources 7.5 Prepare Admin ElR 7.6 Prepare Draft ElR & NOC 7.7 Respose to Comments 7.8 MMP Prepared 7.2 Preparedion of Final ElR | | 78 0 66 32 230 60 66 17 50 | \$14,120 \$0 \$10,930 \$6,080 \$34,080 \$9,280 \$10,320 \$2,580 \$8,000 | | | 50,000 | \$\$55,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 | \$55,000 \$11,149 \$6,202 \$34,762 \$9,466 \$10,526 \$2,632 \$8,160 |
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GRAND TOTAL Solution in this spreadsheet is set to 12 pt, but to make all rows fit to one page within the required margins, some downscaling may have occurred. Also, as described in the Cost section introduction, an uncollapsed, complete cost at-a-glance version of this spreadsheet will be made available upon request.

CITY OF ARTESIA · Downtown Specific Plan and EIR

Proposal for Services - PLACEWORKS 12

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

1. **PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement Between the City of Artesia and PlaceWorks, Inc. ("Agreement") is made and entered into on <u>May 16, 2024</u>, by and between the City of Artesia, a California municipal corporation ("City") and PlaceWorks, Inc., a California corporation, ("Contractor"). The City and Contractor are collective referred to herein as the "Parties".

2. RECITALS.

- 2.1 <u>Agreement</u>. The Parties entered the Agreement dated April 10, 2023 ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term under the Agreement

3. TERMS.

3.1 <u>Term.</u> Section 3.1.2 "Term" of the Agreement is amended in its entirety and restated to read as follows:

"The term of this Agreement shall be from April 10,2023, to December 31, 2025, unless earlier terminated in accordance with Article 3, Section 6 of this Agreement. The Contractor shall complete the Services within the term of this Agreement. The City shall have the unilateral option to extend this Agreement for one (1) additional two (2) year period by giving written notice thereof to Contractor not less than thirty (30) calendar days prior to expiration of the then-current term."

3.2 <u>Remaining Provisions of Agreement.</u>

Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

[Signatures on following page]

SIGNATURE PAGE TO FIRST AMENDMENT PROFESSIONAL SERVICESA AGREEMENT BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of May, 2024.

CITY OF ARTESIA

By: ALDO E. SCHINDLER

City Manager

PLACEWORKS, INC.

By:

Principal, Urban Design Its:

Printed Name: Alan A Loomis

ATTEST:

By:

By:

JENNIFER ALDERETE City Clerk

| By: | | | |
|-----|--|--|--|
| | | | |

Printed Name:_____

Its:

APPROVED AS TO FORM:

Best Best & Krieger LLP City Attorney

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

1. **PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement Between the City of Artesia and PlaceWorks, Inc. ("Agreement") is made and entered into on October 14, 2024, by and between the City of Artesia, a California municipal corporation ("City") and PlaceWorks, Inc., a California corporation, ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties".

2. RECITALS.

- 2.1 Agreement. The Parties entered the Agreement dated April 10, 2023 ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties entered into a First Amendment dated May 16, 2024, in order to extend the term under the Agreement.
- 2.3 <u>Second Amendment.</u> The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement.

3. TERMS.

3.1 <u>Compensation.</u> Section 3.3.1 "Compensation" of the Agreement is amended in its entirety and restated to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates sets forth in Exhibit "C" attached hereto and incorporated herein reference. The total compensation shall not exceed FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED EIGHTY FIVE DOLLARS (\$460,785) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation."

3.2 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement, as amended by the First Amendment shall remain in full force and effect.

[Signatures on following page]

SIGNATURE PAGE TO SECOND AMENDMENT PROFESSIONAL SERVICESA AGREEMENT BETWEEN THE CITY OF ARTESIA AND PLACEWORKS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 14th day of October, 2024.

| CITY OF ARTESIA | PLACEWORKS, INC. |
|-----------------------|------------------|
| By: | By: |
| ABEL AVALOS | Its: |
| City Manager | Printed Name: |
| ATTEST: | Ву: |
| By: JENNIFER ALDERETE | Its: |
| City Clerk | Printed Name: |

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP City Attorney

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9K.

TO: Mayor and Members of the City Council

SUBJECT: Award of a Construction Contract for 2024 Citywide Bus Shelters Replacement Project

FROM: Ernesto Sanchez, Public Works Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, by motion:

- 1. Reject the bid submitted by TVR Construction Engineering LLC for the 2024 Citywide Bus Shelters Replacement Project;
- 2. Award a construction contract to Excel Paving Co. in the amount of \$468,976 in order to implement the 2024 Citywide Bus Shelters Replacement Project, authorize the City Manager to execute the construction contract, along with making non-substantive revisions to the construction contract that do not change the contract price for the project, on behalf of the City Council; and
- 3. Make a determination of exemption under CEQA pursuant to Section 15301 of the State CEQA Guidelines.

BACKGROUND:

The Public Works Department currently maintains fourteen (14) bus shelters throughout the City of Artesia ("City"). These shelters facilitate travel on bus lines operated by the Los Angeles County Metropolitan Transportation Agency, Orange County Transportation Authority, Long Beach Transit, Norwalk Transit System, Cerritos on Wheels, and Artesia Transit. When properly maintained, bus shelters typically have a 20-year life span. The current bus shelters in Artesia were installed in 2004 and, therefore, have reached the end of their service life.

On March 11, 2024, the City Council approved the purchase of 14 bus shelters with corresponding benches, trash receptacles, and light fixtures from LNI Custom Manufacturing, Inc. for a total cost of \$183,983.60. The bus shelters are currently being manufactured and are scheduled to be delivered to the City of Artesia by November 1, 2024. The City Engineer developed the plans required to implement the 2024 Citywide Bus Shelters Replacement Project ("Project") and the scope of work includes, among other things, the removal and disposal of the current bus shelters, repair of the sidewalk and ADA upgrades, and the installation of the newly purchased bus shelters. The project was formally bid in accordance with the Artesia Municipal Code and California Public Contract Code. Staff released to the public a notice inviting bids to construct the Project on August 9, 2024. The solicitation remained open until September 12, 2024, and the City received a total of two bids.

ANALYSIS:

The proposed Project is a "public project" as defined in Artesia Municipal Code Section 3-4.19(b)(2)(A). The City has adopted the Uniform Public Construction Cost Accounting Act ("UPCCAA") (Pub. Contract Code, § 22000, *et seq.*), which governs the City's award of public projects. The City Engineer estimated the cost to construct the Project to be \$303,914.50. Public projects valued above \$200,000 must use formal bidding procedures in accordance with the Artesia Municipal Code and California Public Contract Code. The City received two (2) sealed bids for the Project:

| 1. TVR Construction Engineering LLC | \$298,092.00 (Non-Responsive) |
|-------------------------------------|-------------------------------|
| 2. Excel Paving Co. | \$468,976.00 (Recommended) |

Public Contract Code section 22038(b) requires that this Project be awarded to the lowest responsible bidder submitting a responsive bid. The Public Works Department and the City Clerk reviewed the sealed bids and determined that TVR Construction Engineering LLC failed to submit a complete and fully executed bid bond, which is a requirement outlined in the notice inviting bids and the Project's contract documents.

In particular, the bid bond did not include a penal sum dollar amount and the surety failed to execute the bid bond. A complete bid bond forms a material part of the bid. Staff, in consultation with the City Attorney's Office determined that failure to submit an executed bid bond constitutes a material deviation that cannot be waived. A bid is materially defective when the discrepancy in the bid gives a bidder an unfair advantage over others (e.g., give a bidder an opportunity to avoid its obligation to perform by withdrawing its bid without forfeiting its bid security). (See *Bay Cities Paving & Grading, Inc. v. San Leandro* (2014) 223 Cal.App.4th 1181.) By TVR Construction Engineering LLC failing to submit a bid bond to the City executed by the surety, TVR Construction Engineering LLC was given an unfair competitive advantage because it could have attempted to back out of its bid without consequence. Therefore, this is a material error which the City has no discretion to waive.

Accordingly, Staff and the City Attorney's Office recommend that the bid submitted by TVR Construction Engineering LLC be rejected as non-responsive. Excel Paving Co.'s sealed bid was reviewed and determined to be responsive and acceptable.

The scope of work included in Excel Paving Co.'s bid includes:

- Removal and disposal of all existing bus shelters, benches and trash receptacles;
- Removal and reconstruction of sidewalk segments at all locations;
- Construction of bus shelter foundations;
- Removal and reconstruction of curb and gutter at select locations;
- Assembly and installation of new replacement bus shelter systems; and
- Mobilization and traffic control in coordination with all bus line operators that serve the City of Artesia.

Excel Paving Co. has recently completed a bus shelter replacement project for Long Beach Transit, and similar street improvements for the cities of Huntington Park and La Habra. Additionally, Excel Paving Co. completed street improvements in the City of Artesia in 2018 for the Pioneer Boulevard Restoration Project, which included the removal of the raised median on Pioneer Boulevard between 183rd Street and 186th Street. Excel Paving Co. is based in Long Beach, CA and possesses all required certifications and licenses, including a California State Contractor's License that is in good standing.

ALTERNATIVES CONSIDERED:

The City Council may decide to reject all bids and direct Staff to rebid the Project. Staff does not recommend this alternative as it would delay construction of the improvements.

CEQA COMPLIANCE:

The Public Works Department has determined that the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) under Categorical Exemption Class 1 - Existing Facilities (CEQA Guidelines Section 15301). This applies to minor alteration of existing public facilities when the alteration involves negligible or no expansion of an existing use. The proposed improvements would take place at existing bus stops and adjacent right-of-way to allow for the installation of replacement bus shelters and associated improvements to meet ADA standards. The project would not result in expansion of use beyond existing conditions and would not affect access to nearby residences or businesses.

FISCAL IMPACT:

The proposed construction contract includes a contract price of \$468,976, which can be funded using \$318,368 in available Proposition A funds and \$150,608 in available Senate Bill 1 funds. Alternatively, if lapsing Proposition A funds are available, Staff will prioritize the use of those funds over Senate Bill 1 funds. There is no fiscal impact to the General Fund.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, by motion:

- 1. Reject the bid submitted by TVR Construction Engineering LLC for the 2024 Citywide Bus Shelters Replacement Project;
- 2. Award a construction contract to Excel Paving Co. in the amount of \$468,976 in order to implement the 2024 Citywide Bus Shelters Replacement Project, authorize the City Manager to execute the construction contract, along with making non-substantive revisions to the construction contract that do not change the contract price for the project, on behalf of the City Council; and
- 3. Make a determination of exemption under CEQA pursuant to Section 15301 of the State CEQA Guideline.

Attachments

ATTACHMENTS.pdf

CONTRACT

CITY OF ARTESIA CONTRACT FOR

2024 CITYWIDE BUS SHELTERS REPLACEMENT PROJECT

THIS CONTRACT ("Contract") is made and entered this 14th day of October, 2024 ("Effective Date"), by and between the CITY OF ARTESIA, a California municipal corporation ("City") and PALP Inc. dba Excel Paving Company, a California corporation ("Contractor"). Contractor's California State Contractor's license number is 688659. Contractor's DIR registration number is ---

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. <u>Contract Documents</u>. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

2. <u>Scope of Services</u>. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **"2024 CITYWIDE BUS SHELTERS REPLACEMENT PROJECT"** ("Project"), as described in this Contract and in the Contract Documents.

3. <u>Compensation</u>. In consideration of the services rendered hereunder, City shall pay Contractor an amount not to exceed four hundred sixty-eight thousand nine hundred seventy-six dollars (\$468,976) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference. Unforeseen work will be classified as Extra Work when the City Engineer determines that it is not covered by the scope of work in the Contract or any approved Change Orders. The City Manager is authorized to approve payment for Extra Work upon the recommendation of the City Engineer, provided that the total arithmetic dollar value of the Extra Work does not exceed fifteen percent (15%) of the contract price.

4. <u>Incorporation by Reference</u>. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. <u>Antitrust Claims</u>. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Cal. Bus. & Prof. Code, § 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. <u>Prevailing Wages</u>. City and Contractor acknowledge that the Project is a public work to

which prevailing wages apply. The provisions of Section 5-3 of the General Provisions shall apply and are mandatory for this Project.

7. <u>Workers' Compensation</u>. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. <u>Trenches and Other Excavations</u>. If this Project involves the digging trenches or other excavations that will extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; and (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

9. <u>Titles</u>. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. <u>Authority</u>. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. <u>Entire Agreement</u>. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. <u>Counterparts</u>. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

By: _____City Manager

APPROVED AS TO FORM:

By: _____City Attorney

PALP DBA EXCEL PAVING COMPANY ("CONTRACTOR")

By: _____

Printed Name: Curtis P. Brown III

Title: President

By: _____

Printed Name: Crissa A. Phillips

Title: Assistant Secretary

ATTEST:

By: _____ City Clerk

Dated:

CITY OF ARTESIA

BID SHEETS FOR

2024 CITYWIDE BUS SHELTERS REPLACEMENT PROJECT

Bidder's Name: PALP INC. DBA EXCEL PAVING COMPANY

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | | UNIT PRICES | E | EXTENDED AMOUNT |
|----------|--|------|-----------------------|---------|----------------|----|--------------------|
| 1. | Remove and Dispose of Existing Bus Shelter Structure, Bench, Screen Panel, and all foundations. | EA | 15 | \$ | 985.00 | \$ | 14,775.00 |
| 2. | Remove and Dispose of Existing Trash Receptacle | EA | 11 | , \$ | 540.00 | \$ | 5,940.00 |
| 3. | Construct Bus Shelter Foundations (Two Per Location) | EA | 28 | \$ | 3,000.00 | \$ | 84,000.00 |
| 4. | Install New Bus Shelter Systems | EA | 14 | \$ | 7,000.00 | \$ | 98,000.00 |
| 5. | Remove and Reconstruct PCC sidewalk | SF | 3,204 | \$ | 32.00 | \$ | 102,528.00 |
| 6. | Remove and Reconstruct PCC curb and gutter including Painting Curb Red with Double Coated Paint | LF | 161 | \$ | 256.00 | \$ | 41,216.00 |
| 7. | Sawcut | LF | 47 | \$ | 9.00 | \$ | 423.00 |
| 8. | Remove and Dispose of Existing Asphalt Pavement and Install 6" Asphalt over 6" C.M.B over Compacted Subgrade | SF | 40 | \$ | 158.00 | \$ | 6,320.00 |
| 9. | Remove Existing Grass and Excavate as necessary to construct new sidewalk and Construct Concrete Sidewalk | SF | 16 | \$ | 34.00 | \$ | 544.00 |

BID SCHEDULE:

-

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | EXTENDED AMOUNT |
|----------|---|------|-----------------------|----------------|--------------------|
| 10. | Relocate Existing Sign, Post, and Foundation | EA | 1 | \$1700 | \$1700 |
| 11. | Adjust to Grade Existing Street Light Pull Box | EA | 1 | \$530.— | \$530 |
| 12. | Mobilization/Demobilization | LS | 1 | \$45000 | \$45000 |
| 13. | Traffic Control | LS | 1 | \$68000 | \$68000 |
| | TOTAL BID | | | \$ 468 | 976.— |

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 2-6 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE

| TOTAL BID PRICE IN DIGITS: \$ 468976. Four hundred TOTAL BID PRICE IN WORDS: Dine hundred | sixty eight thou | isand | 6.5 |
|---|--------------------------|-------|--------------|
| TOTAL BID PRICE IN WORDS: Dine hundred | _ seventy six & XX | 105 | |
| Signature: | LIITIS P. DIOWIT | 880 | SEP 1 2 2024 |
| Signature: | Title: | Date: | SEP 1 2 2024 |
| Crissa A. F | hillips, Asst. Secretary | | |



THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701 *Telephone* 562 / 865-6262 *FAX* 562 / 865-6240

"Service Builds Tomorrow's Progress"

September 24, 2024

Mr. Ernesto Sanchez Public Works Director City of Artesia 18747 Clarkdale Avenue Artesia, CA 90701

Subject: 2024 Citywide Bus Shelters Replacement Project

Dear Mr. Sanchez,

I have reviewed the sealed bids and determined that PALP Inc. DBA Excel Paving Company as the only responsive bidder and the bid is acceptable for a project that required intermittent mobilization and complex traffic control.

Should you have any questions or need additional information, please feel free to call me at (562) 889-7629.

Sincerely,

the

Ron Ibarra, P.E. City Engineer





GENERAL NOTES

- SPECIFICATIONS: ALL WORK SHALL CONFORM TO THE CITY OF ARTESIA STANDARD PLANS, CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) LATEST EDITION; THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) LATEST EDITION; AND AS DIRECTED BY THE CITY'S REPRESENTATIVE.
- 2. INSPECTION:
- ALL WORK AND MATERIALS SHALL BE INSPECTED BY THE INSPECTOR OF PUBLIC WORKS DURING CONSTRUCTION PURSUANT TO LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), AND THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION AS APPLICABLE. CALL THE CITY REPRESENTATIVE AT (562) 865-6262 BEFORE NOON OF THE WORKING DAY BEFORE THE FIRST SCHEDULED DAY OF CONSTRUCTION.
- TO THE START OF ANY CONSTRUCTION. 3. PRIOR DEMOLITION, REMOVALS, SAWCUTTING, OR INSTALLATION OF TRAFFIC CONTROL, THE CONTRACTOR SHALL MEET WITH THE CITY TO DISCUSS & COORDINATE SAFETY, TRAFFIC CONTROL REQUIREMENTS, PUBLIC ACCESS CONSTRUCTION IMPACT MITIGATION, REMOVAL LIMITS, AND CONTRACTOR'S PLANNED SEQUENCING OF OPERATIONS. A HEALTH AND SAFETY PLAN HAS BEEN PREPARED & IS A PART OF THE DOCUMENTS. ADDITIONAL REQUIREMENTS BY THE CITY SHALL BE COORDINATED WITH THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.
- 4. WORK IN PUBLIC STREETS ONCE BEGUN SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAYS SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC.
- UNDERGROUND SERVICE ALERT: BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) BY CALLING 811 OR 1-800-422-4133 TWO WORKING DAYS PRIOR TO CONSTRUCTION OR EXCAVATION WORK SO THAT UTILITY OWNERS CAN BE NOTIFIED BY THE CONTRACTOR.
- 6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OR ADJUSTMENTS OF EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENTS.
- 7. NOTIFICATION: AT LEAST TEN (10) DAYS BEFORE THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY. IN WRITING, ABUTTING PROPERTY OCCUPANTS OF THE PROPOSED CONSTRUCTION START DATE. A COPY OF SAID WRITTEN NOTIFICATION SHALL BE PROVIDED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL BEFORE THEY ARE DISTRIBUTED TO THE OCCUPANTS OF THE ABUTTING PROPERTY.
- 8. ADVANCE CONSTRUCTION NOTICE SIGNS: IN ADDITION TO SIGNS REQUIRED BY THE PROVISIONS OF THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH), LATEST EDITION, FURNISH AND PLACE SIGNS FOR GIVING ADVANCE NOTICE TO MOTORISTS AND PEDESTRIANS OF TRAFFIC DISRUPTION AS PART OF THIS PROJECT.



- TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE APPLICABLE CASE OF THE THE LATEST EDITION OF THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH). CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL IF NO APPLICABLE CASE.
- 9. PROJECT COMPLETION AND CLOSURE: UPON RECEIVING A STATEMENT OF COMPLETION FORM FROM THE PUBLIC WORKS INSPECTOR (OR WHEN CONSTRUCTION IS NEARING A FINAL INSPECTION), THE CONTRACTOR SHALL:
 - A. NOTIFY THE ENGINEER OF RECORD TO PREPARE AND SUBMIT "AS-BUILT" PLANS. ALL PROJECT FINAL INSPECTIONS SHALL BE PLACED ON HOLD UNTIL THE CONTRACTOR AND ENGINEER OF RECORD COLLABORATELY SUBMIT AS-BUILT PLANS FOR PRE-APPROVAL.
 - B. PROVIDE COPIES OF CHANGE ORDER FORMS SIGNED BY ALL OFFICES TO THE ENGINEER OF RECORD.
 - C. UNLESS OTHERWISE INDICATED, THE ENGINEER OF RECORD IS RESPONSIBLE FOR PREPARING "AS-BUILT" PLANS IN COORDINATION WITH THE CONTRACTOR. AS BUILT PLANS WITH ASSOCIATED CHANGE ORDER FORMS SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORDS.

NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF ARTESIA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTING OF ANY UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSON AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS: THAT THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

ABBREVIATIONS

| CONC. | |
|-------|----------------|
| GV | GATE VALVE |
| TS | TRAFFIC SIGNAL |
| WM | WATER METER |

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CITY OF ARTESIA 2024 CITYWIDE BUS SHELTERS REPLACEMENT PROJECT

BEST MANAGEMENT PRACTICES NOTES

- 1. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
- 2. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND
- 3. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- 4. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- 5. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- 6. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- 7. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- 8. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- 9. ALL CATCH BASINS AND CURB INLETS SHALL BE PROTECTED FROM RECEIVING RUNOFF FROM UNSTABILIZED OR OTHERWISE ACTIVE WORK AREAS. INLET PROTECTION SHALL BE USED IN CONJUNCTION WITH OTHER EROSION AND SEDIMENT CONTROLS TO PREVENT SEDIMENT LADEN STORMWATER AND NON-STORMWATER DISCHARGES FROM ENTERING THE STORM DRAIN SYSTEM.





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PLANS PREPARED BY: CITY OF ARTESIA, CA ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 18747 CLARKDALE AVENUE ARTESIA, CA 90701 PHONE: 562-865-6262

PUBLIC WORKS MANAGER CIVIL ENGINEER

RON IBARRA, PE

ERNESTO SANCHEZ

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| | | DATE | | SHEET |
| DESIGNED BY: | R. IBARRA | 8.6.2024 | | |
| DRAFTED BY: | R. IBARRA | 8.6.2024 | | |
| CHECKED BY: | E. SANCHEZ | 8.6.2024 | ARTESIA | |
| APPROVED BY: | M. BURKE | 8.6.2024 | CALIFORNIA | |
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2024 CITYWIDE BUS SHELTERS REPLACEMENT PROJECT

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TITLE SHEET & VICINITY MAP

CITY OF ARTESIA DEPARTMENT OF ENGINEERING

SHEET NO. 1 OF 8



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| | DESIGNED BY: | R. IBARRA | 8.6.2024 | | |
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| | CHECKED BY: | E. SANCHEZ | 8.6.2024 | ARTESIA | |
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PLANS PREPARED BY: CITY OF ARTESIA, CA ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 18747 CLARKDALE AVENUE ARTESIA, CA 90701 PHONE: 562-865-6262

ERNESTO SANCHEZ PUBLIC WORKS MANAGER RON IBARRA, PE CIVIL ENGINEER

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| _ | APPROVED BY: M. BURKE | 8.6.2024 | CALIFORNIA | |
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(-1) SCALE: 1"=5'



GENERAL NOTES

- 1. INSTALLATION OF BUS SHELTER SYSTEM SHALL INCLUDE INSTALLATIONS OF THE BUS SHELTER STRUCTURE, BENCH, TRASH RECEPTACLE, AND LIGHT FIXTURE. SEE TYPICAL LAYOUT ON SHEET C-1.
- 2. NEW BUS SHELTER SYSTEMS ARE STORED IN THE CITY OF ARTESIA PUBLIC SERVICES CENTER AT 17203 CORBY AVENUE. CONTRACTOR SHALL TRANSPORT THE BUS SHELTER SYSTEM FROM THIS STORAGE YARD TO THE PROJECT SITE WHEN READY FOR INSTALLATION.
- 3. LIMITS OF SIDEWALK REMOVAL AND RECONSTRUCTION ARE FROM EXISTING JOINT TO JOINT. SIDEWALKS SHALL SLOPE TOWARDS THE STREET WITH A MAXIMUM CROSS SLOPE OF 2.0%.

DEMOLITION NOTES

- 1 REMOVE AND DISPOSE OF EXISTING BUS SHELTER SYSTEM INCLUDING THE STRUCTURE, BENCH, SCREEN PANEL, AND FOUNDATIONS. SEE DETAIL 9 ON SHEET C-7 FOR PICTURE OF A TYPICAL EXISTING BUS SHELTER SYSTEM.
- 2 REMOVE AND DISPOSE OF EXISTING TRASH RECEPTACLE. SEE DETAIL 9 ON SHEET C-7 FOR A PICTURE OF TYPICAL RECEPTACLE.

CONSTRUCTION NOTES

- (1A) CONSTRUCT BUS SHELTER FOUNDATIONS (TWO PER LOCATION) PER DETAIL 4 ON SHEET C-5.
- (B) INSTALL NEW BUS SHELTER SYSTEM. SEE GENERAL NOTES 1 AND 2 HEREON AND SHEETS C-5 TO C-6 FOR DETAILS.
- (2) REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK SUFFICIENT FOR THE INSTALLATION OF NEW SIDEWALK AND CONSTRUCT CONCRETE SIDEWALK PER CITY OF ARTESIA STD. PLAN 112-2. SEE DETAIL 7 ON SHEET C-7. SEE GENERAL NOTE 3 HEREON.
- (3) REMOVE AND DISPOSE OF EXISTING PCC CURB AND GUTTER AND CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 8 ON SHEET C-7. PAINT CURB RED WITH DOUBLE COATED PAINT.
- (4) SAWCUT 1' FROM EDGE OF GUTTER. LENGTH PER PLAN.
- (5) REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT AND BASE AND INSTALL 6" ASPHALT OVER 6" AGGREGATE BASE (90% COMPACTION) OVER COMPACTED SUBGRADE (95% COMPACTION).
- (P) PROTECT IN PLACE (ITEM AS NOTED)
- (AG) ADJUST TO GRADE (ITEM AS NOTED)

LEGEND







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- 3. LIMITS OF SIDEWALK REMOVAL AND RECONSTRUCTION ARE FROM EXISTING JOINT TO JOINT. SIDEWALKS SHALL SLOPE TOWARDS THE STREET WITH A MAXIMUM CROSS SLOPE OF 2.0%.

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- 6 REMOVE EXISTING GRASS AND EXCAVATE AS NECESSARY TO CONSTRUCT NEW SIDEWALK SECTION. CONSTRUCT CONCRETE SIDEWALK PER CITY OF ARTESIA STD. PLAN 112-2. SEE DETAIL 7 ON SHEET C-7. SEE GENERAL NOTE 3 HEREON.
- $\overline{(7)}$ RELOCATE EXISTING SIGN AND POST & FOUNDATION.
- (P) PROTECT IN PLACE (ITEM AS NOTED)

LEGEND

LIMITS OF SIDEWALK REMOVAL AND RECONSTRUCTION



SAWCUT LINE

NEW BUS SHELTER FOOTPRINT









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PLANS PREPARED BY: PROJEC CITY OF ARTESIA, CA ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 18747 CLARKDALE AVENUE ARTESIA, CA 90701 PHONE: 562-865-6262 DATE DESIGNED BY: R. IBARRA 8.6.2024 C 66789 DRAFTED BY: R. IBARRA 8.6.2024 8.6.2024 CHECKED BY: E. SANCHEZ ERNESTO SANCHEZ PUBLIC WORKS MANAGER RON IBARRA, PE CIVIL ENGINEER 8.6.2024 APPROVED BY: M. BURKE

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- (P) PROTECT IN PLACE (ITEM AS NOTED)

LEGEND



SAWCUT LINE





PUBLIC WORKS MANAGER

CIVIL ENGINEER

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CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9L.

TO: Mayor and Members of the City Council

SUBJECT: Professional Service Agreement with Sagecrest Environmental Services for Professional Planning Services

FROM: Carmen Zambrano, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, approve and authorize the City Manager to execute, on their behalf, a professional services agreement for professional planning services between the City of Artesia and Sagecrest Planning and Environmental Services for an amount not-to-exceed \$280,000.

BACKGROUND:

The City's Planning Department requires services for staff augmentation for the position of planning manager as well as general project management support on large-scale projects, collectively, "Planning Services."

On September 6, 2024, the City of Artesia entered into a Letter of Agreement with Sagecrest Planning and Environmental, Corporation (Sagecrest) within the Interim City Manager's signing authority of budgeted funds for a not to exceed amount of \$30,000. The Letter of Agreement was entered into in order to provide continuity of services until a formal agreement could be presented to the City Council on October 14, 2024. In order to maintain services while recruitment continues for a permanent Planning Manager, it is necessary to enter into a Professional Services Agreement with Sagecrest for staff augmentation services.

Sagecrest is also currently providing services for applicant-based projects such as large scale development projects, environmental analysis, plan check and review, administrative and discretionary entitlements, and a variety of other applicant based planning related functions. These Planning Services are assigned base on applications received from developers and are funded based on application fees and deposits for services.

ANALYSIS:

Due to recent vacancies and a surge of large projects, the Planning Department identified the need for consultant services. On August 30, 2024, staff determined that additional planning and environmental consulting support is necessary to provide the expertise and capacity required to complete these projects. Currently, Sagecrest is assisting the City's Planning Department to cover the day-to-day Planning counter, daily Planning operation and assist with project oversight while recruitment occurs to fill the vacant Planning Manager position.

Sagecrest is also providing project management and environmental services on several development projects within the City. Currently, each project has its own agreement for services. In an effort to streamline contractual relationships, a general services agreement providing for staff augmentation services, and project management services is proposed to more efficiently address the City's use of the consulting services. Sagecrest is a well regarded planning and environmental consulting firm that provides on-call planning and California Environmental Quality Act (CEQA) services for cities throughout Southern California. They have a pool of staff they can draw from to support the City in completing entitlement projects. Specifically, Sagecrest has robust experience completing CEQA compliance and documentation. The City uses consultants to complete all CEQA documentation. Sagecrest has supported the following cities: Downey, Newport Beach, Lake Forest, Huntington Beach, Irvine, and Rancho Cucamonga, among others.

FISCAL IMPACT:

The Professional Services Agreement proposes a total not to exceed amount of \$280,000 through June 30, 2024. Of this amount, \$80,000 is for staff augmentation services to provide Planning Manager services, and \$200,000 is allocated for project management services for large scale development projects. The work completed under project management services is all assigned based on applications received, and fees collected to provide those services - meaning there is no cost to the General Fund for the project management services. The Fiscal Year 2024-25 Budget allocates \$233,600 for the Planning Department's professional services. A portion of these funds are available to be allocated to the staff augmentation portion of the Professional Services Agreement with Sagecrest.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, approve and authorize the City Manager to execute, on their behalf, the professional services agreement for professional planning services between the City of Artesia and Sagecrest Planning and Environmental Services for an amount not-to-exceed \$280,000.

<u>Attachments</u> <u>PSA - Sagecrest.pdf</u>

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING AND ENVIRONMENTAL SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of October 2024, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and Sagecrest Planning and Environmental Services, a California Corporation, with its principal place of business at 27128 Paseo Espada, Suite 1524, San Juan Capistrano, California, 92675 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City and Consultant.

2.1.1 The City requires Consultant services for staff augmentation for the position of planning manager as well as general project management support on large-scale projects, collectively, "Planning Services."

2.1.2 Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning services to public clients and is familiar with the plans of City.

2.2 Services.

Consultant shall perform the Planning Services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, as directed by the City Manager or their designee.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning services. The services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term</u>. The term of this Agreement shall be from September 30, 2024, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner and in accordance with any deadlines set forth by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Art Bashmakian, AICP, Senior Project Manager.

3.2.5 <u>City's Representative</u>. The City hereby designates **Abel Avalos, City Manager**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee. Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 <u>Standard of Care; Performance of Employees</u>. Consultant shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 <u>Laws and Regulations; Employee/Labor Certification</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.8.1 <u>Employment Eligibility; Consultant</u>. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.8.2 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.3 <u>Air Quality</u>. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.8.4 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.9 Insurance.

3.2.9.1 <u>Time for Compliance</u>. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.9.2 <u>Types of Insurance Required</u>. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$3,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$600,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. If Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute declaration that it has no employees.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.9.3 <u>Insurance Endorsements</u>. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.9.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.9.5 <u>Waiver of Subrogation</u>. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery

against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.9.6 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or selfinsured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.9.7 <u>Evidence of Insurance</u>. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.9.9 <u>Enforcement of Agreement Provisions (non estoppel)</u>. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.9.10 <u>Requirements Not Limiting</u>. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.9.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.9.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.10 <u>Water Quality Management and Compliance</u>. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation amount shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000) without written approval from the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.3.4 <u>Extra Work.</u> At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Planning Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from the City.

3.3.5 <u>Rate Increases</u>. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "B" may be adjusted at the time of renewal as set forth in Exhibit "B."

3.4 Accounting Records.

3.4.1 <u>Maintenance and Inspection</u>. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 <u>Termination of Agreement</u>.

3.5.1.1 <u>Grounds for Termination</u>. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| Consultant: | Sagecrest Planning and Environmental Services 27128 Paseo Espada, Suite 1524 San Juan Capistrano, California 92675 ATTN: Amy Vazquez, President |
|-------------|--|
| City: | City of Artesia 18747 Clarkdale Avenue Artesia, California 90701 ATTN: Abel Avalos, City Manager |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 <u>Ownership of Materials and Confidentiality</u>.

3.5.3.1 <u>Documents & Data; Licensing of Intellectual Property</u>. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.3.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3.3 <u>Right to Use</u>. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

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

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the

parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 <u>Governing Law; Government Code Claim Compliance</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 <u>et seq</u>. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.8 <u>Attorney's Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

3.5.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.

3.5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 <u>Assignment; Subcontracting</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the term or compensation of the Agreement.

3.5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 <u>No Third-Party Beneficiaries</u>. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 <u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING AND ENVIRONMENTAL SERVICES

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

CITY OF ARTESIA

SAGECREST PLANNING AND ENVIRONMENTAL SERVICES

By:

Abel Avalos City Manager By:

Amy Vazquez President

Attest:

By:

Jennifer Alderete City Clerk By:

Name Title

Approved as to Form:

HongDao Nguyen City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Sagecrest Planning and Environmental Services will support the City with staff augmentation services to fill the planning manager position and will provide project management support for large-scale projects.

Staff Augmentation Services will include:

- Planning counter staffing at City Hall for general public, residents, and permit applicants. Tasks include high-quality customer service and responsiveness, answering planning and zoning questions, reviewing and approving over-the-counter permits, handling general inquiries, and conducting follow-up research as needed.
- Processing zoning verifications and various ministerial permits such as business event permits, sign permits, home occupation certificates, and other planning applications.
- Performing plan check functions for various projects, reviewing building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.
- Preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents, and presentations.
- Participation in public hearings and presentations, including preparation and presentation of written and oral reports to community groups, Planning Commission, and City Council. This includes developing recommendations and resolutions, and attendance at evening and weekend meetings.
- Conducting field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.
- Plan check and permit-related expenses will be offset by user fees.

Project Management Services will be assigned by City based on application submission, and may include:

- Project management for discretionary applications (e.g., site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments). This involves application and plan review, coordination with other City departments and outside agencies, correspondence with applicants, background research, ensuring compliance with CEQA, and monitoring project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.
- Coordination with qualified subconsultants to prepare technical studies and environmental documents in compliance with CEQA for City projects and private developments. This includes preparation of Notices of Exemption, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.
- Facilitation of special projects and long-range planning initiatives, including surveys, study sessions on regulations under consideration, text amendments to adopt or modify regulations, general plan amendments, zone changes, and Housing Element implementation.
- Technical review and assessment of historic resources.
- The Consultant is to inform the City when work completed on a project constitutes 90% of the deposit amount retained by the City. The Consultant is not to continue work beyond the deposit amount retained by the City. The Consultant is not to commence or

recommence work until a copy of a new deposit receipt for funds to undertake the project has been received by the Consultant. The City is not responsible for payment of invoices in an amount exceeding the deposit retained by the City for a project.

EXHIBIT "B" PAYMENT RATES AND SCHEDULE

Billing for consulting services will be based on the time and materials needed to perform such services. Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel as identified below:

Hourly Billing Rates:

| Position | Hourly Rate |
|---------------------------------------|-------------|
| President | \$240.00 |
| Vice President/Planning Director | \$220.00 |
| Planning Manager | \$200.00 |
| Principal Planner | \$160.00 |
| Senior Planner | \$140.00 |
| Associate Planner | \$120.00 |
| Assistant Planner | \$90.00 |
| Planning Aide | \$80.00 |
| Minutes Clerk/Planning Administration | \$60.00 |

Staff Augmentation Services, as described in Exhibit A, shall not exceed Eighty Thousand Dollars (\$80,000).

Project Management Services, as described in Exhibit A, shall not exceed Two Hundred Thousand Dollars (\$200,000).

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9M.

TO: Mayor and Members of the City Council

SUBJECT: Resolution in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act

FROM: Leslie Nacionales-Tafoya, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 24-3019 in support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act.

BACKGROUND:

In 2014, California voters passed Proposition 47 (Prop 47), a law that changed certain low-level crimes from potential felonies to misdemeanors. Although Prop 47 achieved notable success in making California's criminal justice system more equitable, it also led to unintended consequences over the last ten years. Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment. These spikes in retail theft, violent smash-and-grab robberies, illicit drug use, and fentanyl deaths as well as strained social services, are creating challenges beyond the capacity of local governments. These unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47.

ANALYSIS:

Cities are partnering with the State to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration. Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act (Prop 36), is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, will provide more tools to increase safety in communities. Prop 36 will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers. Prop 36 provides for critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

FISCAL IMPACT:

There is no fiscal impact to adopting a resolution to support passage of Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council adopt Resolution No. 24-3019 in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act.

Attachments

Resolution No. 24-3019.pdf

RESOLUTION NO. 24-3019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

WHEREAS, on November 4, 2014, California voters passed Proposition 47 (Prop 47), a law that changed certain low-level crimes from potential felonies to misdemeanors;

WHEREAS, while Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade;

WHEREAS, Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment;

WHEREAS, these unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47;

WHEREAS, Proposition 36 (Prop 36), the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities;

WHEREAS, spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments;

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft;

WHEREAS, cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration;

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers;

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and WHEREAS, it's time for meaningful and tailored reforms to our justice system to ensure the safety of our communities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council of the City of Artesia, California herby supports Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 14th day of October 14, 2024.

TONY LIMA, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9N.

TO: Mayor and Members of the City Council

- SUBJECT:Resolution of Intention to Set and Hold a Public Hearing to Adopt an Ordinance Granting
Franchise Rights to Golden State Water Company
- FROM: Karen Lee, Special Projects Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, by motion, adopt Resolution No. 24-3017, A Resolution of the City Council of the City of Artesia, California, Repealing Resolution No. 24-3012 and Declaring its Intention to Adopt an Ordinance Granting to Golden State Water Company the Right, Privilege, and Franchise to Lay, Maintain, and Use Pipes and Appurtenances for Transmitting and Distributing Water for Any and All Purposes Under, Along, Across, or Upon the Public Streets and Places Within the City of Artesia and Setting the Public Hearing on the Adoption of this Ordinance for November 18, 2024.

BACKGROUND:

In 1986, the City granted a 25-year water franchise to Southern California Water Company, the predecessor of Golden State Water Company ("Golden State"). The water franchise allowed Golden State to lay and maintain pipes in City streets for the purpose of maintaining and operating its water pipes subject to paying the City of Artesia ("City") a franchise fee in an amount set by state law. The water franchise fees are 2% of Golden State's gross annual receipts from operations within the City. Franchise fees comprised 5.7% of the City's revenue in Fiscal Year 2022-2023.

Golden State filed for a new franchise pursuant to the Franchise Act of 1937 (commencing at Public Utilities Code Section 6201 et. seq.) at the expiration of the original franchise in 2011. Despite the franchise expiring in 2011, Golden State has continued to pay the franchise fee and operate under the expired franchise. City staff, the City Attorney's office, and Golden State have been negotiating and are ready to move forward with entering into a new franchise agreement.

The Council had previously adopted Resolution No. 24-3012 to set the public hearing for October 14, 2024, but an error prevented the public hearing notice from publishing. In order to satisfy the public noticing requirement for public utility franchises, staff is bringing the report back to Council along with Proposed Resolution No. 24-3017 that will repeal Resolution No. 24-3012 and set a new public hearing date for November 18, 2024.

ANALYSIS:

The proposed water franchise provides that Golden State, its successors, or assigns, will pay to the City, during the life of the water franchise, the sum provided by law, which is 2% of the gross annual receipts arising from the use, operation, or possession of the franchise; except that such payment shall in no event be less than 1% of the gross annual receipts derived from the sale of water within the City. The proposed water franchise will also provide that the percentage will be paid annually from the date of the granting of the water franchise, and in the event such payment is not made, the water franchise will be forfeited.

In conjunction with the adoption of the water franchise ordinance, Golden State has agreed to reimburse the City for the cost of publishing the public hearing notice. The water franchise will be in the form of an ordinance. The next step in the process to approve the franchise by ordinance is for the City Council to adopt proposed Resolution No. 24-3017, a Resolution of Intention to enter into a water franchise with Golden State. The Council's adoption of a Resolution of Intention is required by California Public Utilities Code Section 6232 and will set a public hearing date for the water franchise ordinance to be introduced on November 18, 2024. If adopted, the public hearing notice will be published within 15 days of adoption in a newspaper of general circulation. The notice will provide that the City Council is considering the approval of a water franchise with Golden State and will hear any protests to entering into the water franchise on November 18, 2024. Following the public hearing, the water franchise may be introduced for first reading.

CEQA EXEMPTION:

Proposed Resolution No. 24-3017 consists of repealing Resolution No. 24-3012 and sets a new public hearing date, which involves negligible or no expansion of an existing use. Pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000, et seq.), adopting proposed Resolution No. 24-3017 is categorically exempt from CEQA based upon a Class 1 exemption.

FISCAL IMPACT:

There will be no fiscal impact on the General Fund resulting from adopting the Resolution of Intention. The City will collect the applicable fees as outlined in the water franchise if the City Council adopts the water franchise ordinance.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, by motion, adopt Resolution No. 24-3017, A Resolution of the City Council of the City of Artesia, California, Repealing Resolution No. 24-3012 and Declaring its Intention to Adopt an Ordinance Granting to Golden State Water Company the Right, Privilege, and Franchise to Lay, Maintain, and Use Pipes and Appurtenances for Transmitting and Distributing Water for Any and All Purposes Under, Along, Across, or Upon the Public Streets and Places Within the City of Artesia and Setting the Public Hearing on the Adoption of this Ordinance for November 18, 2024.

Attachments

Resolution No. 24-3017.pdf

RESOLUTION NO. 24-3017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, REPEALING RESOLUTION NO. 24-3012 AND DECLARING ITS INTENTION TO ADOPT AN ORDINANCE GRANTING TO GOLDEN STATE WATER COMPANY THE RIGHT, PRIVILEGE, AND FRANCHISE TO LAY, MAINTAIN, AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER FOR ANY AND ALL PURPOSES UNDER, ALONG, ACROSS, OR UPON THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF ARTESIA AND SETTING THE PUBLIC HEARING ON THE ADOPTION OF THIS ORDINANCE FOR NOVEMBER 18, 2024

THE CITY COUNCIL OF THE CITY OF ARTESIA DOES HEREBY RESOLVE AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> The City Council of the City of Artesia does hereby find, determine and declare that:

(a) On June 1, 1986, the City of Artesia ("City") adopted an ordinance granting a 25 year franchise to Southern California Water Company, the predecessor of Golden State Water Company. Said franchise expired on May 31, 2011.

(b) After the expiration of the original franchise, Golden State Water Company ("Golden State" or "Grantee") applied for a new franchise ("Proposed Franchise") pursuant to the Franchise Act of 1937 (commencing at Public Utilities Code Section 6201 *et. seq.*) to construct, maintain and use pipes and appurtenances for transmitting and distributing water for all purposes in, along, across, upon, and under the public streets and places within the City of Artesia.

(c) The Proposed Franchise would provide that Golden State, and its successors and assigns, shall pay to the City during the life of the franchise, the sum provided by law, which is two percent (2%) of Golden State's gross annual receipts arising from the use, operation, or possession of this Franchise; except that such payment shall in no event be less than one percent (1%) of Golden State's gross annual receipts derived from the sale of water within the City. The Proposed Franchise also provides that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited.

(d) The term of the Proposed Franchise shall be 15 years from and after the effective date of the franchise, subject to termination for grounds specified in the Proposed Franchise.

<u>Section 2.</u> <u>Declaration of Intent to Grant Proposed Franchise.</u> As provided in Public Utilities Code Section 6232, the City Council of the City of Artesia does hereby
declare its intent to hold a public hearing and to grant the Proposed Franchise described in Section 1 of this Resolution.

Section 3. Setting the Public Hearing.

(a) The City Council of the City of Artesia does hereby set the public hearing on the granting of the Proposed Franchise for the date, time and place set forth below:

Date:November 18, 2024Time:7:00 p.m. or as soon thereafter as the matter may be
heardLocation:City of Artesia Council Chambers
18747 Clarkdale Avenue

Artesia, CA 90701

(b) The City Council hereby repeals Resolution No. 24-3012 that initially set the public hearing.

(c) All persons having any objection to the granting of the Proposed Franchise may appear before the City Council and be heard thereon at the date, time and location of the Public Hearing.

(d) At any time not later than the hour set for the public hearing of objections, any person interested may make written protest stating objections against the granting of the Proposed Franchise. The protest shall be signed by the protestant and be delivered to the City Clerk. At the time set for hearing objections the legislative body shall proceed to hear and pass upon all protests so made and its decision shall be final and conclusive, subject to the right of referendum of the people.

(e) The City Council may adjourn the hearing from time to time.

(f) The City Clerk is hereby authorized and directed to publish a notice of the public hearing described in this Resolution along with the information contained in this Resolution, as provided in Exhibit A attached hereto at least one time within fifteen (15) days of the date of the adoption of this Resolution in a newspaper of general circulation within the City of Artesia.

<u>Section 4.</u> <u>Certification.</u> The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2024.

ATTEST:

Tony Lima, Mayor

Jennifer Alderete, City Clerk

Exhibit A

FORM OF NOTICE

NOTICE OF INTENTION TO CONSIDER GRANTING A FRANCHISE

NOTICE IS HEREBY GIVEN that Golden State Water Company, hereafter referred to as Grantee, has filed an application with the City of Artesia requesting that the City Council grant to it a franchise for a term of 15 years from and after the date upon which the franchise shall become effective. The franchise would grant Grantee the right and privilege to lay, maintain and use pipes and appurtenances for transmitting and distributing water for all purposes under, along, across or upon the public streets, ways, and alleys as the same may now or may hereafter exist within the City of Artesia.

If said franchise shall be granted to it, Grantee and its approved assigns will pay to said City in lawful money of the United States a sum annually which shall be equivalent to two percent (2%) of the gross annual receipts of Grantee arising from the use, operation or possession of said franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of the Grantee derived from the sale of water within the limits of the City of Artesia and further, that in the event the Legislature shall amend the Franchise Act of 1937 (Public Utilities Code Section 6201, *et seq.*) to permit a franchise payment greater than the percentage formula specified herein, the franchise fee agreed upon shall be adjusted to the level permitted by the legislature in amending such act in accordance with the provisions set forth in Section 3 of the proposed franchise agreement. Furthermore, in the event such payment is not made by the Grantee, the franchise will be forfeited.

The Grantee shall also pay to the City within thirty (30) days after receiving a statement therefor, all administrative and other costs incurred by the City in processing the application for a franchise, and for any and all advertising and publishing costs, including the cost of publishing the ordinance, if necessary, incurred in connection with the granting of the franchise.

NOTICE IS FURTHER GIVEN that any and all persons having any objection to the granting of said franchise may appear before the City Council of the City of Artesia at the City of Artesia Council Chambers located at 18747 Clarkdale Avenue, Artesia, California, at 7:00 p.m. on November 18, 2024 and be heard thereon; and at any time not later than the hour set for hearing objections, any person interested may make written protest stating objections against the granting of said franchise, which protest must be signed by the protestant and be delivered to the City Clerk. The City Council at the time set for hearing said objections shall proceed to hear and pass upon all written protests so made.

For further particulars, reference is hereby made to the draft franchise ordinance which is on file in the office of said City Clerk and also to the resolution adopted by the City Council on the 14th day of October, 2024, declaring its intention to consider granting said franchise.

Dated: _____, 2024

Jennifer Alderete, City Clerk City of Artesia

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 90.

TO: Mayor and Members of the City Council

SUBJECT: Resolution for Highway Permit for Temporary Street Closure Requested by DES Hall

FROM: Okina Dor, Community Development Director

REVIEWED AND APPROVED BY:

Melissa Burke, Interim City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that City Council:

- Adopt Resolution No. 24-3020, A Resolution of the City Council of the City of Artesia, California, approving a Highway Permit for the temporary closure of a portion of Ashworth Avenue between Devlin Avenue and Clarkdale Avenue pursuant to Vehicle Code Section 21101(e) in connection with the approval of the Artesia D.E.S. Portuguese Hall - Marching Band Festival to be held on Saturday, November 9, 2024; and
- Make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines.

BACKGROUND:

The Artesia D.E.S. Portuguese Hall (the "Permittee") has submitted a Highway Permit and a Facility Use Permit application to temporarily close a small portion of Ashworth Avenue in front of the Artesia D.E.S. Hall in conjunction with the Marching Band Festival to be held on Saturday, November 9, 2024. The portion of Ashworth Avenue to be closed is illustrated on the map submitted in the application. The street closure will commence at 9:00 am on Saturday, November 9, 2024 and will terminate at 12:00 am on Sunday, November 10, 2024.

ANALYSIS:

Street Closure Resolution Pursuant to the Vehicle Code California:

Vehicle Code Section 21101(e) provides that a city may by resolution temporarily close all or a portion of any street in its jurisdiction, for "celebrations, parades, local special events and other purposes, when, in the opinion of local authorities having jurisdiction or a public office or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing." The temporary closure of a portion of Ashworth Avenue for the Marching Band Festival is within the permissible scope of this Section because the temporary closure is for a special temporary event occurring within the City. Attached is Resolution No. 24-3020, which will authorize the proposed temporary street closure pursuant to Section 21101(e) of the Vehicle Code.

Evaluation of Application for Street Closure:

City Staff reviewed the Highway Permit and the elements of the proposed activities and has determined that the proposed activities are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guideline Section 15301(c) (Class 1 Exemption). The proposed Marching Band Festival Procession involves minor and temporary alterations to the vehicular use of a public street in connection with special events held in the City. The small segment of Ashworth Avenue to be closed to vehicular traffic, which will occur for a short period commencing at 9:00 am on Saturday, November 9, 2024, and concluding at 12:00 am on Sunday, November 10, 2024, is not anticipated to create any significant impact to vehicular traffic or parking in the City. This is because persons seeking to obtain access to residences and property along Ashworth Avenue will be able to do so from other streets or from portions of Ashworth Avenue that will not be closed. In addition, City Staff finds that there is no substantial evidence of any potential significant effect from the approval of the Highway Permit or from the activities to be allowed by the Highway Permit. Therefore, City Staff recommends that the City Council find that the proposed activities are exempt from CEQA.

City Staff has reviewed the proposed temporary closure and finds that the elements of the proposed events will not create an unsafe traffic condition and that these activities are proposed to be undertaken in a manner safe for pedestrians, event participants and the vehicular traffic. The Highway Permit Application includes a provision that releases the City from liability and requires the Permittee to assume all risk of injuries and property damage. City Staff recommends that the Permittee obtain, maintain and provide proof of minimum commercial general liability policy with a minimum general aggregate of two million dollars (\$2,000,000.00) to cover personal injury and property damages related to the Artesia D.E.S. Portuguese Hall - Marching Band Festival event.

FISCAL IMPACT:

There is no fiscal impact to the City associated with the approval of Resolution No. 24-3020. The applicant will be paying all costs associated with the Highway Permit, including set up costs for the closure.

RECOMMENDED COUNCIL ACTION:

Staff recommends that City Council:

- Adopt Resolution No. 24-3020, A Resolution of the City Council of the City of Artesia, California, approving a Highway Permit for the temporary closure of a portion of Ashworth Avenue between Devlin Avenue and Clarkdale Avenue pursuant to Vehicle Code Section 21101(e) in connection with the approval of the Artesia D.E.S. Portuguese Hall - Marching Band Festival to be held on Saturday, November 9, 2024; and
- 2. Make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines

Attachments

Resolution No. 24-3020.pdf DES 11-9-24 Highway Permit St Closure .pdf

RESOLUTION NO. 24-3020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, APPROVING A HIGHWAY PERMIT FOR THE TEMPORARY CLOSURE OF A PORTION OF ASHWORTH AVENUE BETWEEN DEVLIN AVENUE AND CLARKDALE AVENUE PURSUANT TO VEHICLE CODE SECTION 21101(E) IN CONNECTION WITH THE APPROVAL OF THE ARTESIA D.E.S. PORTUGUESE HALL – MARCHING BAND FESTIVAL TO BE HELD ON SATURDAY, NOVEMBER 9, 2024, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15301(C)

THE CITY COUNCIL OF THE CITY OF ARTESIA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

<u>Section 1.</u> The Artesia D.E.S. Portuguese Hall, a non-profit organization, has submitted an application for a Highway Permit to conduct its Marching Band Festival Procession (the "Event") on a portion of Ashworth Avenue between Devlin Avenue and Clarkdale Avenue in the City of Artesia on Saturday, November 9, 2024, from 9:00 a.m. to 12:00 a.m. The street closure would commence on Saturday, November 9, 2024, at 9:00 a.m. and terminate on Sunday, November 10, 2024, at 12:00 a.m. The proposed location of the street closure is illustrated on the map submitted with the Highway Permit application.

<u>Section 2.</u> California Vehicle Code Section 21101(e) provides that a city may by resolution temporarily close all or a portion of any street in its jurisdiction, for "celebrations, parades, local special events and other purposes, when in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing." The temporary closure of a portion of Ashworth Avenue for the Event is within the permissible scope of this section because the temporary closure is for a special temporary event occurring within the City.

Section 3. City staff has reviewed the Highway Permit and the Facility Use Permit application and the elements of the proposed activity and has determined that the proposed activity is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guideline Section 15301(c) (Class 1 Exemption). The proposed Event involves a minor and temporary alteration to the vehicular use of public streets in connection with a special event held in the City. The small segment of Ashworth Avenue to be closed to vehicular traffic, which will occur for a 15-hour period commencing on a Saturday at 9:00 a.m. and ending on Sunday at 12:00 a.m., is not anticipated to create any significant impact to vehicular traffic or parking in the City because persons living on Ashworth Avenue will be able to access their homes and properties from other streets. In addition, there is no substantial evidence of any other potential significant effect

from the approval of the Highway Permit or from the proposed activity to be allowed by the Highway Permit. The City Council has reviewed the City Staff's determination of exemption, and based on its own independent judgment, concurs in the staff determination of exemption.

<u>Section 4.</u> City Staff has reviewed the proposed temporary closure a portion Ashworth Avenue and the proposed location of the Event and finds that all of the elements of the proposed Event will not create an unsafe traffic condition and that these activities are proposed to be undertaken in a manner safe for pedestrians, event participants and the vehicular traffic. The City Council has reviewed City Staff's findings, and based on its own independent judgment, concurs in the staff findings.

<u>Section 5.</u> Based on all the evidence in the record of this matter, the City Council hereby approves Artesia D.E.S. Portuguese Hall application for a Highway Permit, subject to the terms and conditions of that Permit and on the basis that Artesia D.E.S. Portuguese Hall will obtain and maintain for the duration of the Event a commercial general liability policy with a minimum general aggregate limit of Two Million Dollars (\$2,000,000).

Section 6. Pursuant to California Vehicle Code Section 21101(e), the City Council hereby confirms and approves the temporary closure of a portion of Ashworth Avenue between Devlin Avenue and Clarkdale Avenue in the City of Artesia commencing on Saturday, November 9, 2024, at 9:00 a.m. and terminating on Sunday, November 10, 2024, at 12:00 a.m., or for such longer period of time on that day as determined necessary by City staff or the Sheriff's Department to maintain the safety of persons attending the Event and to set up and take down traffic barriers.

Section 7. The City Clerk shall certify the passage and adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October, 2024.

TONY LIMA, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

City of Artesia

18747 Clarkdale Ave. Artesia California 90701- (562)865-6262 - FAX (562) 865-6240

HIGHWAY PERMIT

(Construction Work, Excavations and Enchroachments, Flagpoles, Moving Permits, News Racks, Overhead Structures, outdoor Sidewalk Dining)

| Name of Applicant: | Artesia D.E.S | • | Phone: _ | 562-865-4693 |
|------------------------|---------------------------------------|---|-----------------|---|
| Business Address: | 11903 Ashworth Street, Artesia, Ca 90 | | | |
| 1745111005 I taut voor | (Street) | (City) | (State) | (Zip Code) |
| Home Address: | | | | |
| | (Street) | (City) | (State) | (Zip Code) |
| Project Location: | Ashwoth Street | between Devl | in & Clarkdale | ana, san san marana ana sana ang marana ang marana sa sana sa |
| Describe proposed 1 | Project and attac | ch maps, draw | vings and any n | ecessary documentation |
| For Saturday Nov | rember 9, 2024 S | See attached f | or details | |
| | | | | |
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IMPORTANT

Any false or misleading information shall be grounds for denying this application.

I fully understand that in the event I am issued a permit that I assume the risk of personal injury, death or property damage. I hereby acknowledge that I agree to assume any such risks. I hereby release, discharge and agree not to sue the City of Artesia for any injury, death or damage to or loss of personal property arising out of, or in connection with this permit, including the active or passive negligence of the City of Artesia.

In consideration for being granted a permit, I hereby agree, for myself. My heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Artesia from any and all claims, demands or suits arising out of or in connection with this permit.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL

(Applicant Signature and Date)

(For Department Use Only)

Permit Fee:

Band Festival Street Closure Details

Saturday, November 9, 2024

Our event will take place within the blocked area of Ashworth St. We will have marching bands performing from Devlin to the front of Artesia DES Hall and enter our front gate. Our Event and all the participants will not leave the blocked off section of Ashworth Street. We request the city closes Ashworth Street, between Devlin and Clarkdale from 9am till 12midnight and to post no parking signs.

-

Jason Machado, President



CITY OF ARTESIA FACILITY USE APPLICATION AND PERMIT

Parks and Recreation Department-18750 Clarkdale Avenue, Artesia, California 90701 (562) 860-3361 Fax (562) 860-0750

www.cityofartesia.us

| Name of Applicant: Mailing Address: Telephone: Resident INon Resident | Name of Organization:Artesia D.E.S.Mailing Address:11903 Ashworth St., Artesia, Ca 90701Telephone:562-607-2595Image: ResidentImage: Non Resident | | | |
|---|--|--|--|--|
| Albert O. Little Community Center Artesia Park 18750 Clarkdale Avenue (562) 860-3361 | N. Artesia Community Center A.J. Padelford Park 11870 169 Street, Artesia (562) 407-1723 | | | |
| East/Vest Auditorium & Stage | All Purpose Room | | | |
| East Auditorium | 🗆 Kitchen | | | |
| East Auditorium — North | Class Room A | | | |
| East Auditorium - South | Class Room B | | | |
| 🗆 West Auditorium | Classroom C | | | |
| 🗆 Room A | 🗆 Teen Center | | | |
| □ Kitchen | 🗆 Field Sports | | | |
| Outdoor Field Area — Sports | Field Non-Sports | | | |
| Outdoor Field Area - Non-Sports | Picnic Shelter (With Restrooms) | | | |
| Outdoor Area (Basketball Court/Tennis Court/Hockey) | Picnic Shelter (Without Restrooms) | | | |
| Picnic Shelter No. | Outdoor Area | | | |
| Diamond No. (Without Lights) | | | | |
| Diamond No. (With Lights) | | | | |
| 七 Batting Cage | Other Facilities | | | |
| Equipment: | Note: closures require separate City Council approval (see Condition 12). | | | |
| Table No Round Rectangular | Streets Processions | | | |
| \Box Chairs No. | Sidewalks | | | |
| | Public Way | | | |
| □ Staff for field preparation. | | | | |
| | | | | |
| Nature of Event: (If a birthday, not age of application (Events of 300+participants are subject to special permits and additional fees) | nt) Date(s) Required: | | | |
| Marchine Pond Factural | | | | |
| | Time (include Set Up/Clean Up): | | | |
| 19-19-19-19-19-19-19-19-19-19-19-19-19-1 | | | | |

| | Set Up: | a.m./pm | to | a.m./p/m | |
|--|---------|-------------|----|----------|--|
| | Event: | a.m./pm | to | a.m./p/m | |

Clean Up: _____ a.m/pm to _____ a.m./p/m

| Estimated Attendance: | | Adults <u>100</u> | Youth (12- | 18 years) | 100 | Children. |
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| , the undersigned, on b | ehalf of the ab | ove organization | , do hereby agree | to indemnify an | d hold harr | nless the City of |
| Artesia, any other office | ers, agents, or | employees from a | any liability, claim | , or action for da | mages res | ulting from, or in any |
| way arising out of the u | se of the facility | y or equipment, a | Ind will agree to a | bide by and enfo | brce all rule | s, regulations, and |
| tamages to premises, f | aunity as set to furniture, equin | ment, arounds re | sulting from use (| of the facility. I h | ave read a | nd agree to comply |
| vith the Facility Use Re | aulations, the | Conditions of Fac | cility Use and the | Cancellation Po | licy. Any fa | se or misleading |
| nformation or failure to | comply with th | e Facility Use Re | oulations and the | Conditions of F | acility Use | shall be grounds for |
| tenying this application | , cancelling the | e feservation or r | evoking the permi | it in accordance | with the ter | ms of the Facility Use |
| Regulations. | 1/ - | K K | le | | 1.1 | . mi |
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| Signature of Applicant: | | ~ | | Date. | | |
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CONDITIONS OF FACILITY USE

- 1. The Facility shall be used for the purpose stated in the Facility Use Application and Permit and no other use will be permitted.
- 2. Alcoholic beverages are prohibited and shall not be permitted in or on any Facility.
- 3. Persons will not be permitted inside any Facility in excess of the established capacity of that Facility.
- 4. The Permittee/responsible representative listed on the Facility Use Application and Permit must be present at all times during the Use, including setup, opening, closing, and cleanup.
- 5. The Permittee shall not allow another Person to use the Facility for the period that Permittee has been allowed by the Facility Use Application and Permit.
- 6. Immediately prior to any Use of any Facility building the Permittee shall check in with and notify the Department of the Permittee's intent to enter the building.
- 7. The permittee shall ensure that no profane language or disorderly or unseemly conduct be allowed in any City facility. Applicant may be liable for additional charges requiring law enforcement callouts.
- All Facility Use Schedules and Permits shall be issued for specific Facilities and/or Equipment and for specific hours, and the Facilities must be vacated as scheduled.
- 9. The Permittee shall not prepare or decorate the Facility prior to the Use start time as only the "time stated" on the Application and Permit will be granted for decorating, the event, and clean-up. Additional hours may not be purchased on the day of the reservation.
- 10. The Permittee shall pick up, bag, and remove all trash generated by all activity in any way connected with the Facility's Use, leaving the Facility clean and free of all trash and litter. Everything must be accomplished prior to the closing time stated in the Facility Use Permit.
- 11. The Permittee shall not drive or permit to be driven nails, hooks, tacks, screws, staples, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No putty shall be permitted on any part of the Facility.
- 12. Additional Duties, Obligations, and Conditions: Provide certificate of insurance for commercial a general liability policy with a minimum general aggregate of two million dollars (\$2,000,000.00) to cover personal injury and property damages related to the Artesia D.E.S. Portuguese Hall - Annual Festa Do Espirito Santo processions.

Notwithstanding the above conditions of facility use, if the applicant is not in compliance with the policies and regulations as stated in the Facility Use Regulations and/or these Conditions of Facility Use, the City may cancel the reservation or revoke the permit upon notice to the applicant. All rental fees and security deposits will be deemed forfeited.

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| Applicant Signature: | 1 4100 | | Date: | |
| Staff Signature: | | | Date: | and a second state of the |

PARK FACILITY RESERVATION CANCELLATION POLICY

A. Reservations cancelled at least four (4) months prior to the event:

Rental Fees (if paid) — Full Refund Security Deposit -• Less 10% processing fee

B. Reservations cancelled at least two (2) months prior to the event:

Rental Fees (if paid) — 50% Refund Security Deposit — 50% Refund

C. Reservations cancelled less than two (2) months prior to the event:

When Rental Fees are paid: Rental Fees — No Refund Security Deposit — Full Refund When Rental Fees are not paid: Security Deposit — No Refund

Notwithstanding the above policy, if the applicant is not in compliance with the policies and regulations as stated in the Facility Use Regulations and/or the Conditions of Facility Use, the City may cancel the reservation or revoke the permit upon notice to the applicant. All rental fees and security deposits will be deemed forfeited.

| Applicant Signature: | Pate V. | |
|----------------------|---------|---|
| Staff Signature: | | 0 |

10/1/24 Date:

Date:

CITY COUNCIL AGENDA REPORT



MEETING DATE: October 14, 2024

ITEM NO: 9P.

TO: Mayor and Members of the City Council
 SUBJECT: Professional Service Agreement with Willdan Engineering for Housing Element and Mixed-Use Overlay Projects
 FROM: Carmen Zambrano, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager Jamie Murguia, Finance Manager HongDao Nguyen, City Attorney Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, approve and authorize the City Manager to execute on their behalf a Professional Services Agreement with Willdan Engineering to complete the Housing Element and Mixed-Use Overlay projects, for a not-to-exceed amount of \$215,000.

BACKGROUND:

The City retained John Douglas to prepare and submit the City's 6th Cycle Housing Element in November 2020. The City subsequently adopted a draft Housing Element on October 15, 2021 and submitted it to the California Department of Housing and Community Development (HCD) on November 3, 2021. On December 31, 2021, the City received a corrections letter on the draft Housing Element from HCD. On March 14, 2022, the City Council adopted an updated Housing Element to address the comments in the December 31, 2021 letter, and submitted the revised draft to HCD on March 23, 2022. On May 20, 2022, the City received a second letter from HCD which still required significant corrections. When Staff reached out to Mr. Douglas to address the required changes, he was not able to help the City with further corrections. As a result, the City reached out to Willdan Engineering (Willdan) to assist the City correct and resubmit the Housing Element to HCD.

The City entered into an Agreement with Willdan in August 2022 to assist with correcting and resubmitting the City's Housing Element and moving the Mixed-Use Overlay Project forward, a document required to be submitted concurrently with the Housing Element by HCD. The original Agreement expired in December 2022, and was extended through June 30, 2023. While Willdan has continued to work on both projects, a current agreement has not been in place since June 30, 2023. The proposed Agreement includes an effective date of July 1, 2023 through June 30, 2025 to capture work done after the previous agreement expired through to the completion of the project.

ANALYSIS:

Willdan will continue to provide consultants to assist the City in completing the Housing Element and the Mixed-Use Overlay projects and will work directly under the City Manager's supervision. The Housing Element is anticipated to be submitted to HCD before the end of the the calendar year, with the Mixed-Use Overlay wrapping up in the first quarter of 2025. The consultant will focus on the following scope of work, aimed at finalizing both the Housing Element and the Mixed-Use Overlay Project within this time frame:

Mixed-Use Overlay

- Wrap-up of the Mixed-Use Overlay Project
- Continued Development, Review, and Finalization of the Mixed-Use Overlay (MUO) Ordinance (In conjunction with the Housing Element so the documents do not contradict each other)

Housing Element

- Writing up the Community Benefit Outlines
- Consolidation of all Components of the Housing Element, including final editing, which will address:
 - Programs for the current Housing Cycle
 - Affirmatively Furthering Fair Housing section
 - Meaningful Actions section
 - Constraints Review
 - Sites Inventory
 - Mapping
- Respond to City Staff reviews and edits
- Review of additional edits from HCD on drafts submitted for review
- Programs Implementation Action Plan
- Present Housing Element details to the Planning Commission and City Council

The proposed agreement ensures that the City can stay on track to meet important deadlines set by HCD for both projects, while also providing necessary support and oversight to ensure successful project completion.

FISCAL IMPACT:

The proposed agreement includes a not-to-exceed amount of \$215,000. As mentioned above, work for this project has been ongoing since the effective date of July 1, 2023. The total amount expended in Fiscal Year 2023-24 was \$107,177.65, with an additional \$36,115.00 expended so far in Fiscal Year 2024-25. These amounts are included in the not-to-exceed amount of the contract, which means approximately \$71,707.35, will be available to complete the Housing Element and Mixed-Use Overlay projects.

The consultant assigned to the Housing Element bills at the hourly rate of \$176.00/hour and the consultant assigned to the Mixed-Use Overlay bills at the hourly rate of \$208.00/hour. This agreement has been entirely funded through the General Fund. Staff recommends making the necessary budget adjustment during the mid-year review process to accommodate the remaining balance of the agreement and ensure uninterrupted progress on these important projects.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, approve and authorize the City Manager to execute on their behalf, a Professional Services Agreement with Willdan Engineering to complete the Housing Element and Mixed-Use Overlay projects, for a not-to-exceed amount of \$215,000.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ARTESIA AND WILLDAN ENGINEERING

1. PARTIES AND DATE.

This Agreement is made and entered into this 14TH day of OCTOBER 2024, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and WILLDAN ENGINEERING a CALIFORNIA CORPORATION with its principal place of business at 13191 CROSSROADS PARKWAY NORTH, SUITE 405, INDUSTRY, CA, 91746-3443 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Planning Services related to Housing Elements and Mixed-Use Overlay projects** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Housing Element and Mixed-Use Overlay** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Planning** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term</u>. The term of this Agreement shall be from **July 1**, **2023**, **to June 30**, **2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 <u>Independent Contractor; Control and Payment of Subordinates</u>. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Christine Kudija, Principal Planner for the Mixed-Use Overlay and Chad Brown, Associate Planner for the Housing Element.

3.2.5 <u>City's Representative</u>. The City hereby designates **Abel Avalos, City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates **Salvador** Lopez, Director of Planning, , or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at

all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 <u>Period of Performance</u>. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 <u>Employment Eligibility; Consultant</u>. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 <u>Air Quality</u>. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 <u>Time for Compliance</u>. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 <u>Types of Insurance Required</u>. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 <u>Insurance Endorsements</u>. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.2.11.6 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or selfinsured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.11.9 <u>Enforcement of Agreement Provisions (non estoppel)</u>. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 <u>Requirements Not Limiting</u>. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 <u>Water Quality Management and Compliance</u>. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$215,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 <u>Rate Increases</u>. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 <u>Maintenance and Inspection</u>. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 <u>Termination of Agreement</u>.

3.6.1.1 <u>Grounds for Termination</u>. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| Consultant: | Willdan Engineering 13191 Crossroads Parkway North, Suite 405 Industry, CA 91746 ATTN: Salvador Lopez Jr., Director of Planning |
|-------------|---|
| City: | City of Artesia 18747 Clarkdale Avenue Artesia, California 90701 ATTN: Abel Avalos, City Manager |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 <u>Ownership of Materials and Confidentiality</u>.

3.6.3.1 <u>Documents & Data; Licensing of Intellectual Property</u>. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 <u>Right to Use</u>. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 <u>Cooperation: Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

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

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 <u>Governing Law; Government Code Claim Compliance</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 <u>et seq</u>. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 <u>Attorney's Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

3.6.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.

3.6.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 <u>Assignment; Subcontracting</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 <u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND WILLDAN ENGINEERING

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

By:

By:

CITY OF ARTESIA

WILLDAN ENGINEERING

By:

Abel Avalos City Manager Salvador Lopez Jr. Director of Planning

Attest:

Jennifer Alderete City Clerk

Name: Title:

Approved as to Form:

HongDao Nguyen City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant will serve as a Planning Consultant and will work under the City Manager's supervision. The consultant will work online with communication through emails and digital meetings, and in person for any needed meetings and presentations with regards to the Housing Element and Mixed-Use Overlay Project during the adoption process.

Consultant will assist with the completion of the following:

- Wrap up Mixed-Use Overlay Project
- Finalize Sites Inventory write up and updates
- Continued development/review/finalization of MUO Ordinance (this overlaps both projects in some sections on section)
- Complete Community Benefit outlines
- Consolidate all the components of the Housing Element and complete final editing
 - Programs for the current Housing Cycle
 - Affirmatively Furthering Fair Housing section
 - Meaningful Actions section
 - Constraints review
 - Sites Inventory
 - o Mapping
- Review and respond to City Staff edits
- Review of another round of edits from the State
- Complete Programs Implementation Action Plan
 Prepare for and present the Housing Element to the Planning Commission and City Council

EXHIBIT "B" SCHEDULE OF SERVICES

Consultant shall complete services between July 1, 2023, and June 30, 2025.

Housing Element Resubmission shall be completed and submitted to the California Housing and Community Development Department HCD by December 31, 2024.

The Mixed-Use Overlay Project will be completed by June 30, 2025.

EXHIBIT "C" COMPENSATION

The billing rate for Consultant's services is \$176.00/hour for the Associate Planner and \$208.00/hour for the Principal Planner. The total compensation shall not exceed TWO HUNDRED AND FIFTEEN THOUSAND (\$215,000).