

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE IMPLEMENTATION
OF LIGHTING AND MECHANICAL
ENERGY EFFICIENCY UPGRADES
IN THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

March 29, 2023



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Rene Salas
City Manager

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

Rene Salas
City Manager
rsalas@soelmonte.org

REQUIRED NUMBER OF PROPOSALS

Three (3) hard copies and one (1) electronic
copy (pdf)

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

April 27, 2023; 12:00 PM

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Attachment A-4 - Scope of Work – Mechanical Energy Efficiency Upgrades at Mini Center

Attachment A-5 - Scope of Work – Lighting Energy Efficiency Upgrades at Community Center

Attachment B - Affidavit of Non-Collusion

Attachment C - Claims History

Attachment D - Sample Public Works Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE IMPLEMENTATION OF
LIGHTING AND MECHANICAL
ENERGY EFFICIENCY UPGRADES
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to provide Implementation of Lighting and Mechanical Energy Efficiency Upgrades in the City's Community Center, Mini Center, and Senior Center.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than **12:00 PM, April 27, 2023**, to:

Rene Salas
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

If you have any questions, please contact via email (no telephone calls):

Rene Salas
Community Development Director
rsalas@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
Community Development Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
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1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial Community” is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a company to provide **Implementation of Lighting and Mechanical Energy Efficiency Upgrades in the City’s Community Center, Mini Center, and Senior Center.**

2. PROJECT DESCRIPTION

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting and Mechanical upgrade efforts at the Community Center, Mini Center, and Senior Center are being supported by SoCalREN. The services provided as Construction

Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	March 29, 2023
Deadline for Receipt of Questions	April 13, 2023, 5:00 PM
Addendum (if necessary) to Respond to Questions	April 20, 2023
Deadline for Receipt of Proposals (RFP Due Date)	April 27, 2023, 12:00 PM
Evaluation of proposals	May 2023
Final Consultant Selection	May 2023
Contract Awarded by City Council	June 2023
Contract Execution	June 2023
Notice to Proceed	July 2023

4. SCOPE OF SERVICES

Please see Attachments A-1 – A-5.

5. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PUBLIC WORKS AGREEMENT

The RFP includes a sample of City's Public Works Agreement as Attachment D. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment D.

8. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration	15
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

One-Step RFP: This Project will use One-Step RFP method per LAPM, as the scope of work is Project-specific and defined.

City's Project working group will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

Consultants Financial Management and Accounting System Requirements: It shall be noted that as indicated in LAPM for Federally Funded Projects, a contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by *48 CFR Part 16.301-3*, *2 CFR Part 200*, and *48 CFR Part 31*. The selected consultant shall have adequate financial management systems as required by the applicable federal regulations.

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below. The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

1. DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. Caltrans Prevailing Wage Interpretive Guidance:
<https://ig.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use July 2023 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide 5 Public Agency references for similar projects.

Section 6. City's Standard Public Works Agreement (see Attachment D. Sample Professional Services Agreement): The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment B - Affidavit of Non-Collusion
- Attachment C - Claims History

The Fee Proposal shall be submitted in a separate envelope as indicated in the

following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Rene Salas
City Manager
rsalas@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal (Each Facility breakdown), 3 bound copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

TECHNICAL PROPOSAL

Implementation of Lighting and Mechanical Energy Efficiency Upgrades at the Senior Center, A111CMC4-P2Z.

Implementation of Lighting and Mechanical Energy Efficiency Upgrades at the Mini Center, A111CWB3-P2Z.

Implementation of Lighting Energy Efficiency Upgrades at the Community Center, A111CWB1-P2Z.

- **Envelope 2:** Fee Proposal (Each Facility breakdown), 3 bound copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

FEE PROPOSAL

Implementation of Lighting and Mechanical Energy Efficiency

Upgrades at the Senior Center, A111CMC4-P2Z.

**Implementation of Lighting and Mechanical Energy Efficiency
Upgrades at the Mini Center, A111CWB3-P2Z.**

**Implementation of Lighting and Mechanical Energy Efficiency
Upgrades at the Community Center, A111CWB1-P2Z.**

Proposal submittal due date is:

April 27, 2023, 12:00 pm

Proposals shall be addressed to:

Rene Salas
City Manager
415 Santa Anita Ave.
South El Monte, CA 91733

Late proposals will not be accepted.

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A-1	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Senior Center
Attachment A-2	Scope of Work – Implementation of Mechanical Energy Efficiency Upgrades for Senior Center
Attachment A-3	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Mini Center
Attachment A-4	Scope of Work – Implementation of Mechanical Energy Efficiency Upgrades for Mini Center
Attachment A-5	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Community Center
Attachment B	Affidavit of Non-Collusion
Attachment C	Claims History
Attachment D	Sample Professional Services Agreement

ATTACHMENT A

SCOPES OF WORK

[see attached]

City of South El Monte

Senior Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting upgrade effort at the Senior Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.



1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City. Contractor shall comply with safety requirements in accordance with the City's requirements and Cal/OSHA.

- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2022 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.



2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.

- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:20 pm on 4/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date



- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.

- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing metal halide exterior lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 150W Metal Halide Discharge (HID) Lamp in Wall Pack	Replace with LED Wall Pack, Lithonia TWX2 LED ALO 40K MVOLT DDB XD or similar	Integrated Photocell	110	32	2	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.
- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.

- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Wallpacks must be rated minimum IP65 (Ingress Protection code)
 - Wallpacks must be full cutoff type

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

City of South El Monte

Senior Center

**Technical Performance Specifications for
Implementation of Mechanical Energy Efficiency
Upgrades**

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

County of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The mechanical upgrade project at the City of South El Monte's Senior Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled *Roles and Responsibilities for Construction Management Support*. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of the City of South of El Monte and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The Senior Center at the city of South El Monte ("City") is a single-story, approximately 10,000 square feet building. The building is usually occupied between 8AM and 5PM during weekdays and closed on weekends. The building is served by six (6) packaged rooftop units with DX cooling coils and gas heating 3 – 10 tons in size. All heating ventilation and air conditioning (HVAC) units are controlled by programmable thermostats. The City of South El Monte is planning various energy efficiency upgrades at the Senior Center including the following measures:

- Gas Electric Packaged Rooftop Unit Replacement

SoCalREN is happy to support the City by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

The Following parties are involved during the project construction:

- Agency Construction Manager (CM): Public agency representative assigned as Construction Manager
- Contractor: Installation contractor

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City of South of El Monte. Contractor shall comply with safety requirements in accordance with the City of South of El Monte's requirements and Cal/OSHA.
- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades,

and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.

- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6
 - California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall

conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable

- Contractor is responsible for securing all necessary permits, including 2023 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
 - n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
 - o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
 - p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
 - q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
 - r) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
 - s) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
 - t) Written approval from the City must be received in order to complete the work assigned.
 - u) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
 - v) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.

2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.
- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.

- h) Contractor shall notify the Agency CM one week prior to any scheduled shutdowns of HVAC systems, equipment, or utilities, as needed. The City CM shall be responsible for notifying tenants of the scheduled shutdowns.
- i) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- j) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area
 - Project walk through and punch list development
 - Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits

- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2023 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Plans for system layouts, controls drawings, refrigerant piping, water piping where applicable, and single line airflow and single life refrigerant plans
- j) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.
- HVAC Equipment:
 - Provide a written minimum five-year warranty on-site replacement material and workmanship. On-site replacement includes transportation, removal, and installation of new products.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
- Final approval letter from the City must be received to deem the work as complete and satisfactory.

- c) As-builts including but not limited to system layouts, controls drawings, refrigerant piping, water piping where applicable, single line airflow, single line refrigerant plans, control drawings and sequence of operations. Operation and maintenance (O&M) manuals for all the installed HVAC and controls equipment.
- d) Systems manual, cut sheets, O&M manuals for mechanical and electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Warranty documentation for all the installed HVAC and controls equipment.
- f) Reports for pre-functional checklists, TAB, functional tests, commissioning documents, measurement and verification measurements, trend data, etc.
- g) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) Execution of Mechanical Projects

The Contractor is responsible for selecting, procuring, and coordinating installation of system equipment to provide fully functional HVAC packaged units as outlined in this performance specification.

This performance specification does not include all details required for the completion of the work. The Contractor shall be responsible for the cost of all items required for a complete and fully functional system. The Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.1 Technical Specifications

The City is planning various HVAC upgrades and the proposed equipment are to be furnished and installed by the Contractor to meet the performance specifications provided below. The Contractor is responsible for identifying any modifications or changes to the proposed equipment selection and is responsible for obtaining written approval from the City to adopt any equipment schedule modifications or changes.

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

Site	Description	Existing Units				Proposed Units				
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF/COP
Senior Center	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD12A 2A5A0A0A0	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TFL006	5	90	Carrier / Trane / Or Equal	5	15.0 SEER	90	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD12A 2A5A0A0A0	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCLA06A 2A5A0A0A0	5	106	Carrier / Trane / Or Equal	5	15.0 SEER	106	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD08A 2A5A0A0A0	7.5	184	Carrier / Trane / Or Equal	7.5	15.0 IEER	184	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCLA04A 2A5A0A0A0	3.0	90	Carrier / Trane / Or Equal	3.0	15.0 SEER	90	8.2 HSPF

The City is planning to replace the six (6) existing gas electric packaged rooftop units (RTUs) at the Senior Center with new Title 24 compliant units. The following outlines the responsibilities the Contractor is accountable for with respect to the packaged rooftop unit replacement at this site:

- Contractor shall disconnect and remove the six (6) existing gas electric packaged RTUs. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing rooftop units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install six (6) packaged rooftop heat pumps from Carrier. If the Contractor is not able to furnish Carrier units meeting the minimum efficiency requirements from the above table, the contractor shall recommend other manufacturers meeting the above requirements after consulting with the City.
- The new units shall fully support the integration of third-party control systems through the BACnet protocol. They shall be furnished and installed with BACnet MS/TP and/or BACnet IP capable controllers to meet this requirement.

- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of six (6) new packaged rooftop heat pumps. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.
- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new packaged rooftop heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The six (6) packaged rooftop heat pumps shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- Contractor shall verify the existing electrical connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- PassiveLogic shall be notified at least 4 weeks in advance before the removal of the old HVAC equipment to coordinate the proper disconnection and/or removal of the temperature and relative humidity sensors in the existing rooftop units.
- Contractor shall remove the existing gas connections to the rooftop units.
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- The Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop

- Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
- Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
- All other 2023 Title-24 Required Controls
- Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the six (6) packaged rooftop heat pumps for the City's reference and future use.
- Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- Contractor is responsible for the start-up and commissioning of the six (6) packaged rooftop heat pumps. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.
- Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.2 Testing, Adjustment, and Balancing

Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.

4.3 Implementation Verification

Contractor shall perform functional testing of all the equipment to ensure that the units are operational and control sequences are properly implemented and working per design intent. The Contractor shall

provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

4.4 Measurement and Verification

Contractor shall ensure through measurement and verification that ventilation requirements, cooling and heating loads, and 2023 Title 24 code requirements are met and the recommended sequence of operations are implemented.

4.5 Training

Contractor shall provide necessary training required for the installed controlled system, including maintenance, commissioning, and detailed documentation relevant to training for the City's reference. Training documents shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

City of South El Monte

Mini Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting upgrade effort at the Mini Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City. Contractor shall comply with safety requirements in accordance with the City's requirements and Cal/OSHA.

- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2022 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.



2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.

- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date

- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.

- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.
- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing T5 linear fluorescent pole mounted lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 432W Pole Mounted T5 Linear Fluorescent -8 lamp Fixtures	Replace with LED Pole Mounted Fixture, PLT Solutions PLT -90196 or similar	Integrated Photocell	110	120	2	5000
(1) 324W Pole Mounted T5 Linear Fluorescent -6 lamp Fixtures	Replace with LED Pole Mounted Fixture, PLT Solutions PLT -90196 or similar	Integrated Photocell	110	120	3	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.

- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.
- New fixtures shall be compatible to be used with the existing poles
- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Fixtures must be rated minimum IP65 (Ingress Protection code)

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.

- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

City of South El Monte

Mini Center

**Technical Performance Specifications for
Implementation of Mechanical Energy Efficiency
Upgrades**

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

County of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The mechanical upgrade project at the City of South El Monte's Mini Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled *Roles and Responsibilities for Construction Management Support*. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of the City of South of El Monte and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The Mini Center at the city of South El Monte ("City") is a single-story, approximately 6,500 square feet building. The building is usually occupied between 8AM and 5PM during weekdays and closed on weekends. The building is served by two (2) packaged rooftop units with DX cooling coils and gas heating 3 – 10 tons in size and six (6) gas electric wall mounted units. All heating ventilation and air conditioning (HVAC) units are controlled by programmable thermostats. The City of South El Monte is planning various energy efficiency upgrades at the Mini Center including the following measures:

- Gas Electric Packaged Rooftop Unit Replacement
- Gas Electric Wall Mounted Unit Replacement

SoCalREN is happy to support the City by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

The Following parties are involved during the project construction:

- Agency Construction Manager (CM): Public agency representative assigned as Construction Manager
- Contractor: Installation contractor

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

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- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.
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- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.

- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor shall notify the Agency CM one week prior to any scheduled shutdowns of HVAC systems, equipment, or utilities, as needed. The City CM shall be responsible for notifying tenants of the scheduled shutdowns.
- i) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- j) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

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- b) Work plan
- c) Safety plan

- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2023 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Plans for system layouts, controls drawings, refrigerant piping, water piping where applicable, and single line airflow and single life refrigerant plans
- j) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.
- HVAC Equipment:
 - Provide a written minimum five-year warranty on-site replacement material and workmanship. On-site replacement includes transportation, removal, and installation of new products.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form

- Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to system layouts, controls drawings, refrigerant piping, water piping where applicable, single line airflow, single line refrigerant plans, control drawings and sequence of operations. Operation and maintenance (O&M) manuals for all the installed HVAC and controls equipment.
- d) Systems manual, cut sheets, O&M manuals for mechanical and electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Warranty documentation for all the installed HVAC and controls equipment.
- f) Reports for pre-functional checklists, TAB, functional tests, commissioning documents, measurement and verification measurements, trend data, etc.
- g) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) Execution of Mechanical Projects

The Contractor is responsible for selecting, procuring, and coordinating installation of system equipment to provide fully functional HVAC packaged units as outlined in this performance specification.

This performance specification does not include all details required for the completion of the work. The Contractor shall be responsible for the cost of all items required for a complete and fully functional system. The Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.1 Technical Specifications

The City is planning various HVAC upgrades and the proposed equipment are to be furnished and installed by the Contractor to meet the performance specifications provided below. The Contractor is responsible for identifying any modifications or changes to the proposed equipment selection and is responsible for obtaining written approval from the City to adopt any equipment schedule modifications or changes.

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

Site	Description	Existing Units				Proposed Units				
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF/COP
Mini Center	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TMD012	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TFL006	5	90	Carrier / Trane / Or Equal	5	15.0 SEER	90	8.2 HSPF

The City is planning to replace the two (2) existing gas electric packaged rooftop units (RTUs) at the Mini Center with new Title 24 compliant packaged heat pump units. The following outlines the responsibilities the Contractor is accountable for with respect to the packaged rooftop unit replacement at this site:

- Contractor shall disconnect and remove the two (2) existing gas electric packaged RTUs. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing rooftop units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install two (2) packaged rooftop heat pumps from Carrier. If the Contractor is not able to furnish Carrier units meeting the minimum efficiency requirements from the above table, the contractor shall recommend other manufacturers meeting the above requirements after consulting with the City.
- The new units shall fully support the integration of third-party control systems through the BACnet protocol. They shall be furnished and installed with BACnet MS/TP and/or BACnet IP capable controllers to meet this requirement.
- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of two (2) new packaged rooftop heat pumps. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.

- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new packaged rooftop heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The two (2) packaged rooftop heat pumps shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- The Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- The Contractor shall verify the existing electrical connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- Contractor shall remove the existing gas connections to the rooftop units.
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- The Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- The Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop
 - Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - All other 2023 Title-24 Required Controls
- Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the two (2) packaged rooftop heat pumps for the City's reference and future use.
- Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- Contractor is responsible for the start-up and commissioning of the two (2) packaged rooftop heat pumps. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall

provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

- Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.1.1 Gas Electric Wall Mounted Unit Replacement

Site	Description	Existing Units					Proposed Units			
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF
Mini Center	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF

The City is planning to replace the six (6) existing gas electric wall mounted units at the Mini Center with new Title 24 compliant heat pump units. The following outlines the responsibilities the Contractor is accountable for with respect to wall mounted unit replacement at this site:

- Contractor shall disconnect and remove the six (6) existing gas electric wall mounted units. The Contractor is responsible for the removal and disposal of the existing units in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing wall mounted units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install six (6) wall mounted heat pump units from the following manufacturers:
 - BARD
 - Or equal
- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- The Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of six (6) new heat pump units. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.
- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The six (6) wall mounted heat pump units shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- Contractor shall verify the existing electrical connections to the existing units prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.

- PassiveLogic shall be notified at least 4 weeks in advance before the removal of the old HVAC equipment to coordinate the proper disconnection and/or removal of the temperature and relative humidity sensors in the existing rooftop units.
- Contractor shall remove the existing gas connections to the wall mounted units
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- The Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop
 - Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - All other 2023 Title-24 Required Controls
- The Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- The Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the six (6) wall mounted heat pump units for the City's reference and future use.
- The Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- The Contractor is responsible for the start-up and commissioning of the six (6) wall mounted heat pump units. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.
- The Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- The Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are

noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.2 Testing, Adjustment, and Balancing

Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.

4.3 Implementation Verification

Contractor shall perform functional testing of all the equipment to ensure that the units are operational and control sequences are properly implemented and working per design intent. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

4.4 Measurement and Verification

Contractor shall ensure through measurement and verification that ventilation requirements, cooling and heating loads, and 2023 Title 24 code requirements are met and the recommended sequence of operations are implemented.

4.5 Training

Contractor shall provide necessary training required for the installed controlled system, including maintenance, commissioning, and detailed documentation relevant to training for the City's reference. Training documents shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

City of South El Monte
Community Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CWB3-P2Z

Prepared For:

Community Center
1530 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting upgrade effort at the Community Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.



1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City. Contractor shall comply with safety requirements in accordance with the City's requirements and Cal/OSHA.



- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2022 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.



2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.



- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org.
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date

- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.

- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Remove and replace existing incandescent canopy fixtures with new LED canopy fixtures
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing metal halide/incandescent exterior lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 150W Metal Halide Discharge (HID) Lamp in Wall Pack	Replace with LED Wall Pack, Lithonia TWX2 LED ALO 40K MVOLT DDB XD or similar	Integrated Photocell	110	32	4	5000
(1) 100W Incandescent Lamp in Surface Mounted Fixture	Replace with LED Canopy Fixture, Lithonia CNY LED P1 40K MVOLT DDB M4 or similar	Integrated Photocell	110	35	7	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.

- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.
- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Wallpacks and Canopy fixtures must be rated minimum IP65 (Ingress Protection code)
 - Wallpacks must be full cutoff type

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.

- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__ .

Notary Public for California

My Commission Expires: _____

ATTACHMENT C

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT D

SAMPLE PROFESSIONAL SERVICES AGREEMENT

[see attached]

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this ____ day of ____ 2023 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and _____, (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. 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. The 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 Agreement by Contractor or by any subcontractor.

(d) Payroll Records. 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.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations 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 Agreement, 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 Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (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 (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, 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.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or 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 such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, 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 set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments,

prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of

Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director

of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor,

including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [] or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

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

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or

appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers,

agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts

from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of

the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$_____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the 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 (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled _____, including any documents or exhibits referenced therein.**
- II. Brief description of the work to be performed:**
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A.**
 - B.**
 - C.**
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor’s Proposal, and listed below:**
- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item’s subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed the amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By_____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of SOUTH EL MONTE**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the
Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the
Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*