
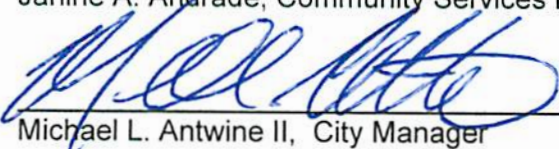


DATE: December 10, 2025

TO: Mayor and Members of the City Council

FROM: Janine A. Andrade, Community Services Director 

APPROVED
BY:


Michael L. Antwine II, City Manager

SUBJECT: Update on Holiday Village Grant Application Efforts - Port of Long Beach
Community Grants Program

RECOMMENDATION:

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

BACKGROUND:

In September, Community Services staff initiated the process of preparing and submitting a grant application to support enhancements to the City of Bell's Holiday Village Program. This annual event continues to grow in popularity and serves as a cornerstone of our community's seasonal programming.

The Port of Long Beach offers various grant opportunities, including the Community Grants Program and Community Sponsorship Program, aimed at funding environmental projects and community events.

Staff completed the Community Grants Program grant application process and submitted materials for consideration in November. The requested funds will be directed toward strengthening and elevating the Holiday Village experience, including expanded activities, improved event infrastructure, and enhanced family engagement opportunities.

The Community Services Department remains committed to seeking external funding to enrich recreation and community programs. In alignment with this goal, staff is preparing to pursue additional grant opportunities in the upcoming cycle to support both seasonal events and year round programming.

FISCAL IMPACT:

The sponsorship from the Port of Long Beach positively impacts the city budget for special events in the amount of \$2,500.

STRATEGIC PLAN 2023-25:

Target 4: Fostering Financial Resilience

Goal 7: Leverage partnerships for funding opportunities

ATTACHMENT(S):

None

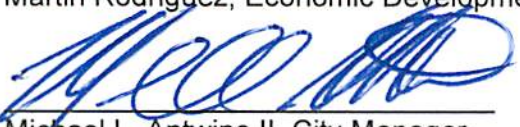
AGENDA ITEM 2

City of Bell Agenda Report

DATE: December 10, 2025

TO: Mayor and Members of the City Council

FROM: Martin Rodriguez, Economic Development Specialist

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Acceptance of a Metro Open Street Grant Cycle 6 & 7.

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading, and adopt Resolution 2025-71 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BELL ACCEPTING THE OPEN STREETS METRO GRANT
FOR THE 2026 OPEN STREETS EVENT IN
COLLABORATION WITH THE CITY OF MAYWOOD**

BACKGROUND:

The City of Bell successfully hosted its first Open Streets event on May 4, 2025, demonstrating strong community participation and the capacity to deliver future programming. The event, held alongside the City's Farmers Market, built on the success of the annual 5K Run and attracted new participants. This initiative promotes active transportation and enhances community engagement, with participation expected to grow beyond the current 1000 runners. Funding from the Open Streets program, approved by LA Metro, will support public health and local economic activity. Staff is recommending that the City Council accept the Metro Open Street Grant Cycle 6 & 7 to continue this event in June 2026.

DISCUSSION:

The City of Bell intends to organize another Open Streets event in June 2026 in partnership with the City of Maywood. The objective is to hold an expanded event that fosters collaboration between the two municipalities, with the primary theme centered on the World Cup. Metro has announced that the City will be allocated \$126,669 in funding to support planning, marketing, public safety, and the activation of a designated route for all participants. The City will accept this funding for the event.

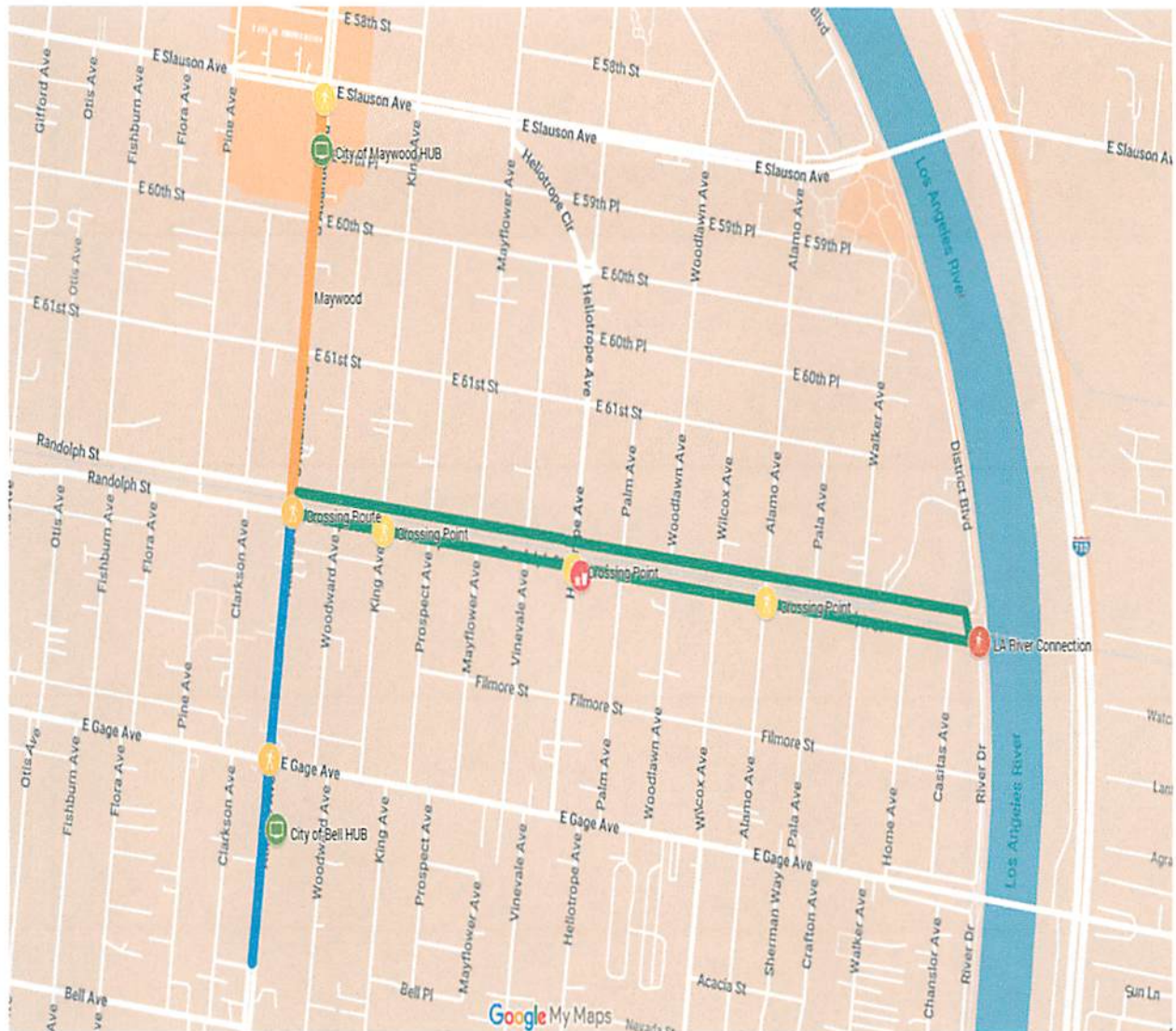
FISCAL IMPACT:

There is no fiscal impact on the General Fund. The Grant will provide \$126,669 to help finance the Open Street Event.

ATTACHMENT(S):

1. Event Map
2. Resolution 2025-71
3. Open and Slow Streets Grant Awarding Program

Attachment "1"



RESOLUTION NO. 2025-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BELL ACCEPTING THE OPEN STREETS METRO GRANT
FOR THE 2026 OPEN STREETS EVENT IN
COLLABORATION WITH THE CITY OF MAYWOOD**

WHEREAS, On August 24, 2025, the Los Angeles County Metropolitan Transportation Authority (Metro) released a notice of funding availability for Open Streets Program Grant Cycle Five with a submission deadline of October 10, 2025; and

WHEREAS, The City of Bell on October 9, 2025, submitted a Cycle 6 & 7 Open Street Program application to LA Metro; and

WHEREAS, The Open Streets initiatives temporarily close streets to automobile traffic and open them to cyclists, pedestrians, and other modes of non-motorized transportation; and

WHEREAS, The goals of the program are to encourage sustainable modes of transportation (bicycling, walking and transit), provide an opportunity to take transit for the first time, and provide an opportunity for civic engagement that can foster the development of a city's multi-modal policies; and

WHEREAS, On December 4, 2025, the LACMTA Board approved the award of \$126,669 to Grantee for Grantee's Open Street Event titled Gateway Connection Open Streets Event; and

WHEREAS, as part of the Open Streets Grant Program, the City will provide a required 30% minimum in-kind or local fund match in the amount of \$38,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Acknowledge the foregoing Recitals are true and correct and are incorporated herein.

SECTION 2: The City Council accepts the grant award in the amount of \$126,669 and supports the City's participation in Metro's Cycle Six & Seven Open Streets Grant Program.

SECTION 3: The City Council authorizes the City Manager to execute the agreement for the grant and designates the City Manager and the Community Services Director, as agent of the City of Bell to conduct negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

SECTION 4: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10 day of December 2025.

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 10th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk



Metro

Board Report

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

File #: 2025-0854, File Type: Program

Agenda Number: 6.

REVISED
PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 19, 2025

SUBJECT: OPEN AND SLOW STREETS GRANT PROGRAM CYCLES SIX AND SEVEN

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER

- A. AWARDING \$10 million to the Open and Slow Streets Grant Program Cycles Six and Seven to fund 29 events scheduled either during the 2026 FIFA World Cup or 2028 Olympic and Paralympic Games (Attachment A); and
- B. AUTHORIZING a waiting list of eligible events that may be awarded administratively, should funding become available from Cycles Six and Seven (Attachment A).

HORVATH, DUTRA, SOLIS, HAHN, SANDOVAL, AND YAROSLAVSKY AMENDMENT: To direct the Chief Executive Officer to report back to the Board in March 2026 with recommendations and analysis to:

- A. Make Metro's Open and Slow Streets pilot program permanent, including soliciting input from community stakeholders, previous event organizers, and partnering agencies to identify recommendations to transition the Metro Open and Slow Streets Program from a pilot to a permanent program;
- B. Initiate an abbreviated Open and Slow Streets Grant Cycle and identify a minimum of \$1 million to support waitlisted and/or new events that celebrate the 2028 Olympic and Paralympic Games that will occur between September 2026 and March 2028; and
- C. Offer technical assistance, including but not limited to the identification of alternative sources of funding and partnering on external grant applications, to support agencies and organizations that were waitlisted or ineligible for funding in the Open and Slow Streets Grant Program Cycles Six and Seven.

ISSUE

The primary goal of the Open and Slow Streets Grant Program is to promote walking, cycling, and the use of public transportation. By doing so, the Program aims to encourage the development of multimodal policies and infrastructure at the local and community level. A local match is required.

Staff have completed evaluation and scoring of applications submitted for funding under the Board-approved Open and Slow Streets Grant Program Cycles Six and Seven. These cycles combine two rounds of Open and Slow Streets funding for a total of \$10 million in to support Open and Slow Streets events occurring during the 2026 FIFA World Cup (World Cup) and the 2028 Olympic and Paralympic Games (the Games).

BACKGROUND

Open streets events are designed to close streets to vehicular traffic, encouraging residents and visitors to use transit and active transportation. Slow streets, which began during the COVID-19 pandemic, feature installations designed to reduce local traffic volume and significantly lower speeds on roadways, allowing people to walk, bike, and play safely in the streets.

In September 2013, the Metro Board established the Open Streets Competitive Grant Program framework in response to Motion 72 by Directors Villaraigosa, Molina, Najarian, and Wilson (Attachment B). Metro has since funded five cycles of Open and Slow Streets as well as a smaller “mini” cycle in 2019 (awarding just over \$1 million), as indicated in the table below. The grant program has sponsored 84 events, spanning 328 miles of open and slow streets activities across 39 different jurisdictions.

Cycle	Board Approval	Total Award Amount (\$ million)	Number of Events
One	June 2014	\$3.70	12
Two	September 2016	\$4.14	17
Three	September 2018	\$4.53	15
Mini	May 2019	\$1.05	5
Four	December 2021	\$6.98	19
Five	January 2024	\$5.50	16
TOTAL		\$25.90	84

Additional Board actions related to the Open and Slow Streets Grant Program include:

- Motion 40 (May 2020), by Directors Hahn, Solis, Garcetti, Sandoval, and Dutra adopted in response to the COVID-19 pandemic, to incorporate and allow funding for slow streets concepts such as extended and smaller neighborhood scale events (Attachment C).
 - Along with releasing [Cycle Four <https://boardagendas.metro.net/board-report/2020-0224/>](https://boardagendas.metro.net/board-report/2020-0224/) (June 2021), the Board authorized staff to administratively release unchanged Open Streets and Slow Streets applications and guidelines packages in future cycles.
- Motion 9.1 (December 2021) by Directors Hahn, Solis, Garcetti, Sandoval, and Dutra adding an extra \$2 million in grant funding (Attachment D).
- Motion 9 (September 2022), by Director Solis and Garcetti as amended by Butts and Najarian, which instructs Metro staff to initiate a special grant program dedicated to transforming our streets and transportation facilities into temporary hubs of art, culture, and recreation to engage local

communities in the spirit of the Games (Attachment E).

The Open and Slow Streets Cycles Six and Seven were combined to address the Board directive to maximize opportunities for the World Cup and the Games. As a result, \$10 million was identified for a competitive Open and Slow Streets grant opportunity to support the goals of the program while promoting the spirit of the World Cup and the Games (collectively referred to as the Major Events). Following a 10-day review period, the combined Open and Slow Streets Guidelines and Application for Cycles Six and Seven (Attachment F) were released on August 25, 2025.

Engagement

Staff worked to ensure meaningful engagement with local jurisdictions and community stakeholders to help shape the guidelines prior to finalization, maximize program participation, and encourage applicants to learn from each other and develop transformative ideas. Staff conducted the following engagement in advance of the release of the guidelines and application:

- Facilitated a virtual meeting on May 21, 2025, with interested jurisdictions and community stakeholders to gather feedback on critical questions related to the development of Open and Slow Streets guidelines. Approximately 140 participants representing cities across the county and several community-based organizations attended the meeting.
- Held nine key stakeholder meetings with various jurisdictional representatives as directed in Board Motion 9 (September 2022), including county and city agencies (large and small), councils of governments (COG), and community stakeholders to further refine the Open and Slow Streets guidelines for Major Events.
- Conducted a survey for potential applicants, partners, and community stakeholders to gather additional comments and gain a better understanding of the status of Open and Slow Streets planning for the upcoming Major Events.

Key themes that emerged from the jurisdictions and community stakeholders' engagement efforts and approaches to addressing them are summarized below:

- **Escalating costs** - Costs to host an open and slow street event have risen significantly, such as insurance expenses. Finding funding to cover these increasing costs has also become more challenging. As a result, the guidelines were modified to eliminate a funding cap on open streets events unless the proposal included multi-day events, created a sustainable transportation legacy, or connected multiple communities, transportation, and Major Event venues.
- **Considering non-profits and community-based organizations (CBOs)** - Metro considered allowing non-profits and community-based organizations (CBOs) to apply alongside jurisdictional applications. However, some jurisdictions and CBOs expressed concerns about this approach, citing that jurisdictions play a critical role in organizing events, including right-of-way permitting, traffic control planning, and confirming leadership commitment to support successful events.
- **Event Eligibility** - Stakeholders urged Metro to fund proposals in 2026, 2027, and 2028 to provide multiple opportunities for practice before the Games and to host events annually to keep the

program active. Although Metro staff considered this request, limited funding, the need to increase funds per event to cover rising costs, the desire to hold events across the county, and the fact that Metro was the only funder, limited Metro's ability to consider applications outside of the Major Events in 2026 and 2028. Including both years helps jurisdictions plan ahead for 2028 using 2026. Metro has also supported jurisdictions by identifying funding sources, such as Transportation Development Act Article 3 and Local Return funds, that allow them to host events in other years.

Staff continued to conduct engagement following the release of the Guidelines and Application on August 25, 2025, until the October 10, 2025, deadline, including:

- Presented at the Games Regional Transportation Summit held September 4-5, 2025, which included transportation and public works staff from jurisdictions across LA County.
- Facilitated an in-person meeting on September 8, 2025, at the Metro Headquarters building. Attendees included representatives of municipalities, COGs, community-based organizations, and nonprofits.
- Held a two-hour virtual question and answer session on September 22, 2025, to provide additional support and address further questions for potential applicants and partners.
 - Responded to 32 of questions and comments emailed to OpenStreets@metro.net and developed a comprehensive frequently asked questions document, which was published on the Metro Open Streets [webpage](https://www.metro.net/about/metro-open-streets-grant-program/).

DISCUSSION

Jurisdictions in Los Angeles County have demonstrated an unprecedented demand for transportation funding to support the upcoming Major Events. The Games alone are expected to attract 10-15 million ticket holders and over 10,000 athletes, who will need safe and welcoming transportation access to event venues and celebrations. The Open and Slow Streets Grant Program can support a transit-first strategy by providing dedicated space for walking, rolling, and biking. Additionally, the grant program is designed to favor proposals that create a legacy from which Angelenos can benefit for years to come.

Program Goals

Due to the adjustments in the Program, program goals were revised to align with Board Motion 9 (September 2022) and the upcoming Major Events, and to ensure the program results in legacy impacts. The goals for Cycles Six and Seven are as follows:

- Increase walking, biking, transit, and promote mode shift.
- Bring the spirit of the World Cup and Games to communities across Los Angeles County.
- Improve access to safe, accessible streets, especially in Equity Focus Communities (EFC).
- Support access to venues, arts, culture, and recreation sites by non-automobile modes.
- Produce cost effective events and/or repeat multi-day events.

Program Criteria and Guidelines

The Guidelines and Application for Cycles Six and Seven included the following changes from the previous cycle:

- Events must celebrate the World Cup or the Games.
- Events must integrate arts, culture, or recreation.
- Community-based organizations may apply as co-applicants.
- Small neighborhood events (less than one mile in length) are a new category and may receive up to \$250,000 in funding.
- Large events (more than one mile in length) have no funding cap; however, Metro does not anticipate awarding numerous grants above \$500,000 and only in cases where the proposed project demonstrates extraordinary impact.
- Permanent and semi-permanent materials may be eligible for funding if they meet the intent of the guidelines.
- An emphasis on events that demonstrate a lasting transportation legacy.
- Local match increased to 30%.

Cycles Six and Seven Funding Availability

Through the adopted annual budget, \$2.5 million is allocated annually for the Open and Slow Streets Grant Program. Therefore, \$5 million is available for each two-year cycle. For Open and Slow Streets Cycles 6 and 7, Metro is combining two rounds for a total of \$10 million in competitive funds.

Applications Received and Evaluation Panel

A total of 49 applications requesting approximately \$18.5 million were received for Cycles Six and Seven by the application deadline of 11:59 pm on October 10, 2025. Of these applications:

- 41 or 83% were from Metro-defined EFCs;
- 8 or 16% were new applicants;
- 22 or 45% were submitted to coincide with the World Cup;
- 26 or 51% were submitted to coincide with the Games; and
- 4 or 8% were deemed ineligible due to an ineligible applicant or an ineligible event date.

An evaluation panel comprised of staff from Metro Operations, Office of Equity and Race, Office of Strategic Innovation, Countywide Planning and Development, and Metro Art, assessed and scored the applications based on adherence to the published guidelines. Funding eligibility for Cycles Six and Seven is explicitly for events occurring during the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games. Based on this scoring, staff recommend 21 applications be fully funded with the requested amounts for a total of \$ 6,373,331(64% of total funding available), while eight applications are recommended for partial funding for a total of \$ 3,626,669 (36% of total funding available) as shown in Attachment A. Partial awards, in seven cases, are recommended for projects requesting more than \$500,000 that were not considered “extraordinary” by the evaluation panel, as indicated in the program Guidelines. The additional partial award is for the lowest scoring recommended project to receive the balance of available funds.

Several applicants indicated preferred event timing that is not specifically during of the 2026 FIFA World Cup, or 2028 Olympic or Paralympic Games, as required in the Guidelines. Such projects are

deemed eligible only in cases where the application also indicates ability to adjust dates to conform to program requirements. All awarded projects must confirm eligible event dates in order to execute funding agreements.

The staff recommendation includes an action to establish all eligible non-awarded projects as a waiting list to be awarded administratively in the event that funding becomes available if, for example, an awarded project does not proceed.

Impact of the Award Recommendation

In addition to providing broad-based opportunities for community gathering and celebration during the Major Events, the recommended awards will result in an impactful slate of projects. The 29 (13 for World Cup and 16 for the Games) recommended projects include funding for 12 distinct jurisdictions, 6 first-time awardees, and 25 project locations in EFCs. In aggregate, and subject to refinement, the program will deliver nearly 65 total miles of open streets (fully closed off to vehicle traffic) and approximately 3.5 total miles of slow streets with limited vehicle access and space prioritized for people on foot and bike. Based on evaluation of prior cycles, staff expects that the program will increase transit ridership by 10% on event days. Studies of open streets events generally indicate reductions in criteria pollutants and GHG emissions on event days.

Cycle Six and Seven Reporting and Evaluation

As in previous cycles, jurisdictions awarded funding in Cycles Six and Seven will receive standardized data collection templates to evaluate the success of their events. These templates have been used since Cycle One to measure and assess the program's outcomes. Evaluations cover various topics, including attendance, public transportation access, impact on transportation, and effects on local businesses. Evaluation is primarily intended to measure how events affect nearby communities and help municipalities promote the use of sustainable transportation modes.

DETERMINATION OF SAFETY IMPACT

The Open Streets Cycle Five Program will not have a direct safety impact on Metro or its employees as the events are held outside Metro-owned property. The intent of the Open and Slow Streets Grant Program is to provide safe and accessible streets, especially in EFCs, for people to walk, bike, and roll on event days, as well as to promote permanent infrastructure change to increase safety for active transportation users.

FINANCIAL IMPACT

Funding for the first year of the combined Open and Slow Streets Cycles Six and Seven is included in the FY25-26 budget in cost center 0441, under project number 410077, Open Streets Grant Program. Since this is a multi-year program, the cost center manager will be responsible for budgeting for these events in future years.

Impact to Budget

If other eligible funding sources become available, they can be used instead of the designated funds. Furthermore, if any funds awarded from Cycle Five are not used for events in that cycle, these funds can be carried over to a future cycle.

Cycles Six and Seven of the Open and Slow Streets Grant Program aim to give residents of Los Angeles County, especially those in EFCs, the opportunity to walk, bike, or roll through their neighborhoods. Of the 29 proposed projects recommended for funding, 25 or 86% are located in EFCs. By hosting Open Streets events in EFCs, community members from disadvantaged areas will also have the chance to enjoy car-free activities. Grantees and their production teams will collaborate closely with Metro Operations and Communications staff, as well as local bus providers, to ensure transit services are minimally affected and that communities benefiting from and potentially impacted by the events are engaged.

All grantees must distribute surveys to event participants and nearby businesses using a data collection template developed for Open and Slow Street events. The goal of the surveys is to gather information about the benefits and impacts of Open Streets events on the community, including details such as participants' gender, age, and zip codes. All surveys will be supported by Metro translation services and other accessibility options to help participants with limited English skills and disabilities. From these surveys, we have learned that Metro rail ridership increases by up to 10% on Open Streets event days. Additionally, one in three attendees is participating for the first time.

VEHICLE MILES TRAVELED OUTCOME

Printed on 11/21/2025

due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item will contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment activities that will help further encourage transit ridership and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

This grant program encourages and promotes using transit and active transportation. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item directly encourages transit and active transportation, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Cycles Six and Seven of the Open and Slow Streets Grant Program support the third goal of Metro's strategic plan. The program seeks to promote car-free and car-light mobility options within local communities, giving them opportunities to experience these transportation modes in a safe environment. This helps Metro encourage sustainable transportation choices through open streets events. Additionally, these events enable Metro staff, through outreach activities such as staffing information booths at Open Streets events, to share the latest information and address any questions from the communities they serve.

ALTERNATIVES CONSIDERED

The Board may choose not to award Cycles Six and Seven of the Open and Slow Streets Grant Program. However, this decision would not align with Metro's objectives of promoting sustainable modes of transportation in Los Angeles County. Furthermore, this would negatively impact Metro's efforts to reach historically disadvantaged communities.

NEXT STEPS

With the Board's approval, staff will work with selected grantees and formally execute the grant agreements between Metro and each chosen grantee.

Additionally, staff will implement the post-event data collection and evaluation process to assess the impact of these events.

ATTACHMENTS

Attachment A - Open and Slow Streets Cycle Six and Seven Evaluation Results and

Recommendations

Attachment B - Motion 72 - Los Angeles County "Open Streets" Program

Attachment C - Motion 40 - Open Streets Program Response to COVID-19

Attachment D - Motion 9.1 - Open and Slow Streets Grant Program Cycle Four

Attachment E - Motion 9 - Uplifting Arts, Culture and Recreation

Attachment F - Open and Slow Streets Guidelines and Application Combined Cycles Six and Seven

Prepared by: Adela Felix, Manager, Transportation Planning, Countywide Planning and Development, (213) 547-4207

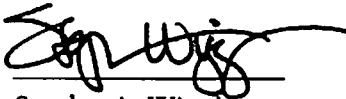
Jacob Lieb, Deputy Executive Officer, Countywide Planning and Development, (213) 547-4272

Frank Ching, Deputy Executive Officer, Countywide Planning and Development,
(213) 922-3033

Avital Barnea, Senior Executive Officer, Countywide Planning and Development,
(213) 547-4317

Nicole Ferrara, Deputy Chief Planning Officer, Countywide Planning and Development, (213) 547-4322

Reviewed by: Ray Sosa, Chief Planning Officer, Countywide Planning and Development, (213) 547-4274



Stephanie Wiggins
Chief Executive Officer

Attachment A - Open and Slow Streets Cycle Six and Seven Evaluation Results and Recommendations											
Rank	Applicant	Open and Slow Streets	Distance (Miles)	FIFA/Games	Event Title	Score	Amount Requested	Amount Recommended	Cost Per Mile Per Day	EFC (Y/N)	Subregion
1	City of Los Angeles	Open Street	2.2	Olympic Games	La Chapulina - Figueroa Venue Connection	90.30	\$1,032,549	\$ 1,032,549	\$4,113	Y	Central Los Angeles
2	El Pueblo de Los Angeles Historical Monument	Open Street	0.15	FIFA World Cup	Heart of LA - Open Street for World Cup Fan Zone	90.07	\$238,000	\$ 238,000	\$1,264,444	Y	Central Los Angeles
3	El Pueblo de Los Angeles Historical Monument	Slow Street	0.5	Olympic Games	Heart of LA to Civic Center - Slow Street for 2028 Olympic and Paralympic Games	89.37	\$250,000	\$ 250,000	\$409,667	Y	Central Los Angeles
4	City of Pasadena	Open Street	2.65	Olympic Games	Pasadena 2028 Olympic Streets	85.67	\$500,000	\$ 500,000	\$186,792	Y	San Gabriel Valley
5	LA County Public Works SD2	Open Street	0.76	FIFA World Cup	Metro to Magic: Avalon Open Streets	85.43	\$250,000	\$ 250,000	\$502,000	Y	Gateway Cities
6	LA County Public Works SD2	Open Street	0.76	Olympic Games	Metro to Magic: Avalon Open Streets	85.25	\$250,000	\$ 250,000	\$1,187,000	Y	Gateway Cities
7	City of Pico Rivera	Open Street	8.0	Olympic Games	Celebrate Pico Rivera - Open Streets 2028	84.07	\$800,000	\$ 500,000	\$81,250	Y	Gateway Cities
8	City of Los Angeles	Open Street	4.7	Olympic Games	Experience the Sepulveda Basin - A Car-Free Journey Through Parks and Open Space for the 2028 Games	83.43	\$1,280,915	\$ 500,000	\$4,232	Y	San Fernando Valley
9	City of Los Angeles	Open Street	0.55	FIFA World Cup	Park to Park 2026 - A Westlake Open Streets Celebration	83.07	\$163,611	\$ 163,611	\$212,482	Y	Central Los Angeles
10	City of Los Angeles	Open Street	0.55	Paralympics Games	Park to Park 2028 - A Westlake Open Streets Celebration	83.00	\$163,611	\$ 163,611	\$212,482	Y	Central Los Angeles
11	City of Torrance	Open Street	0.87	Olympic Games	Downtown Torrance Street Activation - LA28 Olympics	81.77	\$200,000	\$ 200,000	\$179,392	N	South Bay Cities
12	City of Torrance	Open Street	0.87	FIFA World Cup	Downtown Torrance Street Activation - 2026 FIFA World Cup	81.43	\$200,000	\$ 200,000	\$179,392	N	South Bay Cities
13	City of Santa Monica	Open Street	2.0	Olympic Games	COAST 2028 - Santa Monica's Open Streets Celebration	81.07	\$550,000	\$ 500,000	\$203,750	N	Westside Cities
14	City of Pico Rivera	Open Street	2.88	FIFA World Cup	Celebrate Pico Rivera - Open Streets 2026	80.63	\$250,000	\$ 250,000	\$142,361	Y	Gateway Cities
15	City of Santa Monica	Open Street	0.9	FIFA World Cup	COAST 2026 - Santa Monica's Open Streets Celebration	79.57	\$250,000	\$ 250,000	\$455,944	N	Westside Cities
16	City of Los Angeles	Open Street	4.4	FIFA World Cup	CicLAvia-Leimert Park meets Expo Park	79.40	\$503,516	\$ 500,000	\$163,479	Y	Central Los Angeles
17	City of Inglewood	Open Street	0.6	FIFA World Cup	Inglewood Open Streets: Global Games, One Community	78.47	\$250,000	\$ 250,000	\$270,833	Y	South Bay Cities
18	City of Inglewood	Open Street	0.6	Olympic Games and Paralympics	Inglewood Open Streets: Global Games, One Community	78.47	\$250,000	\$ 250,000	\$270,833	Y	South Bay Cities
19	City of Pomona	Slow Street	3.0	Olympic Games	Pomona's 2028 Summer Games Park Avenue Slow Street	77.70	\$1,000,000	\$ 500,000	\$17,857	Y	San Gabriel Valley
20	City of West Hollywood	Open Street	6.5	FIFA World Cup	CicLAvia: Meet the Hollywoods	77.50	\$863,811	\$ 500,000	\$189,848	Y	Central Los Angeles & Westside Cities
21	LA County Public Works SD1	Open Street	0.57	Olympic Games	SGV FanFest	76.60	\$250,000	\$ 250,000	\$771,930	Y	San Gabriel Valley
22	LA County Public Works SD1	Open Street	0.57	FIFA World Cup	SGV FanFest	74.77	\$250,000	\$ 250,000	\$818,713	Y	San Gabriel Valley
23	City of Pasadena	Open Street	3.5	FIFA World Cup	CicLAvia Pasadena	74.73	\$500,000	\$ 500,000	\$211,429	Y	San Gabriel Valley
24	City of Los Angeles	Open Street	4.4	Olympic Games	South LA 2028: Leimert Park meets Expo Park	74.37	\$503,516	\$ 500,000	\$163,479	Y	Central Los Angeles
25	City of Santa Clarita	Open Street	0.4	Olympic Games	Olympic Block Party	72.83	\$70,000	\$ 70,000	\$100,000	Y	North Los Angeles County
26	City of Long Beach	Open Street	4.27	Olympic Games	Beach Streets Venue to Venue 2028	71.60	\$427,000	\$ 427,000	\$142,857	Y	Gateway Cities

Rank	Applicant	Open and Slow Streets	Distance (Miles)	FIFA/Games	Event Title	Score	Amount Requested	Amount Recommended	Cost Per Mile Per Day	EFC (Y/N)	Subregion
27	City of Long Beach	Open Street	4.87	FIFA World Cup	Beach Streets Kickin' It 2026	69.90	\$378,560	\$ 378,560	\$111,047	Y	Gateway Cities
28	LA County Public Works SD4	Open Street	0.44	Olympic Games	Walk, Roll, & Reach for Gold: Walnut Park Open Streets	68.47	\$250,000	\$ 250,000	\$1,161,000	Y	Gateway Cities
29	City of Bell	Open Street	2.28	FIFA World Cup	Gateway Connections	68.30	\$175,000	\$ 126,669	\$109,649	Y	Gateway Cities
30	LA County Public Works SD4	Open Street	0.44	FIFA World Cup	Walk, Roll, & Reach for Gold: Walnut Park Open Streets	68.13	\$250,000		\$878,000	Y	Gateway Cities
31	Los Angeles City Council District 9	Open Street	0.6	FIFA World Cup	Viva la Copa: South Park Watch Party	67.33	\$200,000		\$250,000	Y	South Bay Cities
32	San Gabriel Valley COG	Open Street	5.0	FIFA World Cup	Active Streets: Foothills, Family, Futbol	67.30	\$500,000		\$143,000	Y	San Gabriel Valley
35	San Gabriel Valley COG	Open Street	5.0	Olympic Games	Active Streets: Mission-Meets-the-World	61.20	\$450,000		\$129,000	Y	San Gabriel Valley
36	City of Palmdale	Open Street	0.1	FIFA World Cup	Palmdale PlayZone: World Cup Edition	61.10	\$175,000		\$20,000	Y	North Los Angeles County
37	City of Palmdale	Open Street	0.1	Olympic Games	Palmdale Word Stage Olympic	61.10	\$70,000		\$20,000	Y	North Los Angeles
38	City of South Pasadena	Open Street	0.58	FIFA World Cup	Goal to Gold: Open Streets South Pas 2026	58.70	\$135,000		\$301,724	N	San Gabriel Valley
39	City of Lakewood	Open Street	1.5	Olympic Games	Lakewood Street Fest	58.30	\$250,000		\$216,667	N	Gateway Cities
40	City of West Hollywood	Open Street	<1.0	Olympic Games	West Hollywood Celebrates the 2028 Games with Pride House LA-West	57.50	\$250,000		TBD	N	Westside Cities
41	City of Hawthorne	Open Street	0.88	Olympic Games	Hawthorne Blvd Street Fest: Move for Gold	55.90	\$250,000		\$369,318	Y	South Bay Cities
42	City of Industry	Slow Street	0.8	Olympic Games	City of Industry Mountain Bike Slow Street Fair	55.83	\$225,000		\$203,125	Y	San Gabriel Valley
43	City of Hawthorne	Open Street	0.83	FIFA World Cup	Hawthorne Open Streets: Road to the World Cup	55.17	\$250,000		\$301,204	Y	South Bay Cities
44	City of Carson	Open Street	1.5	Olympic Games	Carson Open Streets – Road to 2026 & 2028	43.67	\$750,000		\$100,000 to \$125,000	N	South Bay Cities
45	City of Carson	Open Street	0.95	FIFA World Cup	Carson Open Streets – Road to 2026 & 2028	38.50	\$250,000		\$263,158	N	South Bay Cities
Total Recommended:								\$ 10,000,000			

Key/Legend:

☐ Recommended
☐ Not Recommended / Waiting List

Ineligible Applications

Applicant	Open and Slow Streets	Distance (Miles)	FIFA/Games	Event Title	Amount Requested	Cost Per Mile Per Day	EFC (Y/N)	Subregion	Reason for Ineligibility
City of Los Angeles	Open Street	2.2	N/A	La Chapulina: Pathway to the Games	\$789,700	\$512,792	Y	Central Los Angeles	Ineligible event dates
City of Monterey Park	Open Street	0.8	N/A	2028 Lunar New Year Festival	\$250,000	\$244,563	Y	San Gabriel Valley	Ineligible event dates
RGE Cares	Open Street	3.0	Olympic Games/ FIFA World Cup	Road to the Games: Compton-Long Beach Open Streets Festival	\$238,000	\$133,333	Y	Gateway Cities	Ineligible applicant
Little Tokyo BID	Open Street	0.5	FIFA World Cup	Little Tokyo Walk & Roll Street Fair	\$250,000	\$73,500	Y	Central Los Angeles	Ineligible applicant

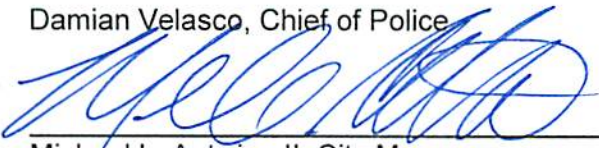
AGENDA ITEM 3

City of Bell Agenda Report

DATE: December 10, 2025

TO: Mayor and Members of the City Council

FROM: Damian Velasco, Chief of Police

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Appointment of Retired Annuitant Neal Thomas Mongan as Police Captain pursuant to Government Code Section 21221(h) and adoption of a resolution approving said appointment.

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution No. 2025-68 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING THE APPOINTMENT OF RETIRED ANNUITANT NEAL THOMAS MONGAN AS POLICE CAPTAIN PURSUANT TO GOVERNMENT CODE SECTION 21221(h).

DISCUSSION:

The Police Department currently has a vacancy in the Police Captain position, creating an operational need for immediate command-level supervision, administrative oversight, and continuity of leadership. To address this need, the City seeks to temporarily appoint Retired Annuitant Neal Thomas Mongan under Government Code §21221(h).

Government Code §21221(h) authorizes the appointing power to appoint a CalPERS retired annuitant to a vacant and critically needed position on a limited-duration basis. In the City of Bell, the City Council serves as the appointing authority for command-level positions pursuant to City Charter Section 604. The Charter does not delegate appointment authority for executive or upper-command positions to the City Manager. As such, Council approval is legally required.

City Charter Section 604(a) further provides that the City Manager may appoint employees except those positions where the Charter vests appointment authority in the City Council. The Police Captain classification is part of the Police Department's executive command structure and is not delegated to the City Manager; therefore, Council approval is necessary.

Retired Annuitant Neal Thomas Mongan meets all eligibility requirements under Government Code §21221(h):

- He has been retired from CalPERS for more than 180 days, therefore no exemption

resolution under Government Code §7522.56 is required.

- He will work no more than 960 hours in a fiscal year.
- He will serve in a temporary, at-will capacity.
- He will not receive benefits, specialty pay, stipends, or leave accruals.
- His hourly rate of \$87.63 complies with the City's publicly available pay schedule.

The attached resolution formally documents the Council's approval of the appointment, ensuring full compliance with CalPERS requirements, Government Code §21221(h), and the City Charter.

FISCAL IMPACT:

Hiring a Retired Annuitant would provide temporary cost savings to the City by allowing what has traditionally been a full-time position to be filled by a part-time employee. The Police Captain's hourly pay rate would be comparable to that of a full-time Captain, but would be limited to 960 hours a year, as required by the California Commission on Peace Officer Standards and Training.

STRATEGIC PLAN 2023-25

Target 3: Elevating Quality of Life

Goal 3: Increase public safety visibility to include safe parks and walkways

ATTACHMENT(S):

1. Current Police Department Organizational Chart
2. Resolution 2025-68 - Appointment of Retired Annuitant Neal Thomas Mongan as Police Captain Under Government Code §21221(h)



CHIEF OF POLICE

CAPTAIN

PROFESSIONAL STANDARDS
POLICY & OVERSIGHT
TRAINING & EDUCATION
ADMINISTRATIVE PROJECTS
RECRUITMENT

LIEUTENANT

FIELD OPERATIONS

PATROL DIVISION
JAIL DIVISION
TRAFFIC SECTION (MOTORS)
COMMUNITY PARTNERSHIPS
DRONE UNIT
EXPLORERS
CADETS

LIEUTENANT

INVESTIGATIVE/ADMINISTRATIVE OPERATIONS

DETECTIVE BUREAU
PROPERTY DIVISION
RECORDS DIVISION
CONTRACT COORDINATION SECTION
TASK FORCE SECTION
CCW UNIT
DISPATCH OPERATIONS

RESOLUTION NO. 2025-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL,
CALIFORNIA, APPROVING THE APPOINTMENT OF RETIRED
ANNUITANT NEAL THOMAS MONGAN AS POLICE CAPTAIN
PURSUANT TO GOVERNMENT CODE SECTION 21221(h)**

WHEREAS, the Police Captain position within the Bell Police Department is currently vacant, creating a need for command-level leadership, supervision, and operational continuity; and

WHEREAS, Government Code Section 21221(h) authorizes the appointing power to temporarily appoint a CalPERS retired annuitant to a vacant and critically needed position on a limited-duration basis; and

WHEREAS, The City Council of the City of Bell is the appointing authority for command-level and upper-management positions pursuant to City Charter Section 604, which does not delegate the appointment of such positions to the City Manager; and

WHEREAS, City Charter Section 604(a) specifies that while the City Manager is authorized to appoint certain employees, the appointment authority for positions vested in the City Council particularly executive or command-level roles remains with the City Council; and

WHEREAS, the City Council has determined that the Police Captain position is critically needed to support personnel supervision, operational management, and continuity of police services during the vacancy; and

WHEREAS, Retired Annuitant Neal Thomas Mongan has been retired from CalPERS for more than 180 days, and therefore no 180-day exemption resolution under Government Code Section 7522.56(f) is required; and

WHEREAS, Mr. Mongan will be employed on a temporary, at-will basis, will work no more than 960 hours in any fiscal year, and will receive no benefits, incentives, specialty pay, leave accruals, or stipends, in compliance with CalPERS retired annuitant rules; and

WHEREAS, the hourly rate of \$87.63 is consistent with the City's publicly available pay schedule for the classification of Police Captain, as required by CalPERS; and

WHEREAS, the City Council desires to formally approve this temporary appointment to maintain operational continuity and comply with Government Code §21221(h).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The City Council hereby approves the temporary appointment of Retired Annuitant Neal Thomas Mongan as Police Captain, effective December 11, 2025, pursuant to Government Code Section 21221(h).

SECTION 2. Mr. Mongan shall be compensated at an hourly rate of \$87.63 and shall work no more than 960 hours in any fiscal year. He shall not receive any benefits, incentives, specialty pay, or leave accruals.

SECTION 3. This appointment is temporary and shall continue only until the Police Captain position is filled permanently or until operational needs change.

SECTION 4. The City Council finds that this appointment satisfies all requirements of Government Code Sections 21221(h) and 7522.56, and is consistent with City Charter Section 604.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 10TH day of December 2025.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 10th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

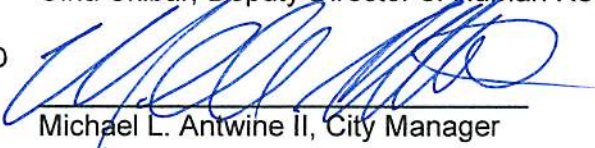
AGENDA ITEM 4

City of Bell Agenda Report

DATE: December 10, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Gina Skibar, Deputy Director of Human Resources and Risk Management

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Approval of a 15% Salary Increase for the Community Development Director Based on Comparable Agencies

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2025-69 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, APPROVING A 15% SALARY ADJUSTMENT TO THE COMMUNITY DEVELOPMENT DIRECTOR CLASSIFICATION

BACKGROUND:

The Community Development Director serves as one of the City's most prominent external, public-facing leadership roles. This position engages the entire community, encourages sound planning practices, promotes economic development, fosters community connections, and guides development and land use matters. The role supports the City's RISE initiative Reinvestment, Innovation, Services, and Engagement by advancing thoughtful development, strengthening community engagement, and modernizing planning and development services.

As part of the City's compensation review, staff evaluated salary data from comparable jurisdictions within the Southeast Los Angeles region, including Cudahy, Bell Gardens, South Gate, and Lynwood. The City of Bell's current salary range for the Community Development Director is \$152,140 to \$170,397, which is consistently below regional market levels.

Market comparisons show the following salary ranges:

- Cudahy: \$153,804 – \$186,948
- Bell Gardens: \$159,936 – \$191,856
- South Gate: \$177,892 – \$208,223
- Lynwood: \$176,684 – \$214,760.74

Based on the market data, Bell's current salary range is approximately 9.8% below the average market minimum and 15.2% below the average market maximum. A 15% adjustment brings Bell's salary range into alignment with the regional market averages and positions the classification competitively among surrounding agencies.

In addition to the recommended 15% market adjustment, the Community Development Director classification will also receive the 2% Cost-of-Living Adjustment (COLA) fiscal year 26-27 consistent with the BEMA Memorandum of Understanding, ensuring alignment with Citywide annual salary adjustments and maintaining parity with executive management salary practices.

FISCAL IMPACT:

The position is temporarily filled and not currently assigned to a permanent step placement, the fiscal impact of applying a 15% salary adjustment is expressed as a range. The 15% increase results in an annual cost of approximately \$22,821 to \$25,560, depending on the step at which the position is ultimately filled.

The subsequent 2% COLA, required under the Bell Executive Management Association (BEMA) MOU, will result in a modest additional cost and will be incorporated into the following fiscal year's personnel budget. Funds are available within the Community Development Department's approved FY 2024–2025 budget.

STRATEGIC PLAN 2023-25:

Target 1 – Energizing Economic Potential

Goal 3 Become Business Friendly

Goal 4 Sell Surplus Land

Target 4 – Fostering Financial Resilience

Goal 4-Evaluate the sale of City owned properties and conduct a revenue search to enhance the City's economic development

ATTACHMENT(S):

1. Resolution 2025-69

2. Updated Salary Schedules to reflect the 15% increase for Community Development Director, and 2% COLA increase fiscal year 26-27

RESOLUTION NO. 2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, APPROVING A 15% SALARY ADJUSTMENT TO THE COMMUNITY DEVELOPMENT DIRECTOR CLASSIFICATION

WHEREAS, the Community Development Director serves a critical leadership role within the City by overseeing planning, land use, development services, economic development, housing-related mandates, and community engagement functions; and

WHEREAS, the position plays a prominent external, public-facing role in support of the City's RISE initiative—Reinvestment, Innovation, Services, and Engagement—by advancing sound planning practices, strengthening community partnerships, and guiding responsible development within the City of Bell; and

WHEREAS, staff conducted a market compensation review of comparable jurisdictions within the Southeast Los Angeles region, including the Cities of Cudahy, Bell Gardens, South Gate, and Lynwood, which demonstrated that the City of Bell's salary range for the Community Development Director is approximately 9.8% below the average regional minimum and 15.2% below the average regional maximum; and

WHEREAS, based on this analysis, a 15% market alignment adjustment is needed to ensure the City's salary range remains competitive and comparable to surrounding agencies; and

WHEREAS, the Community Development Director classification will also receive the 2% Cost-of-Living Adjustment (COLA) consistent with the Bell Executive Management Association (BEMA) Memorandum of Understanding, which applies Citywide and ensures long-term salary stability; and

WHEREAS, sufficient funding for this adjustment is available within the adopted Community Development Department budget; and

WHEREAS, the City Council finds it in the best interest of the City to approve the recommended salary adjustment in order to support recruitment, retention, leadership continuity, and alignment with regional market practices.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1: The City Council hereby approves a 15% salary adjustment to the Community Development Director classification, effective the first full pay period following adoption of this Resolution.

SECTION 2. The revised salary range for the Community Development Director, as reflected in the updated Salary Schedule attached hereto as Attachment I is approved.

SECTION 3. The Community Development Director classification shall continue to receive the annual 2% Cost-of-Living Adjustment (COLA) consistent with the BEMA Memorandum of Understanding.

SECTION 4. The City Manager, or designee, is authorized to implement this Resolution and

This Page Intentionally Left Blank

make all necessary payroll and budget adjustments.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 10TH day of December 2025.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 10th day of December 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Bustamante, City Clerk

EXHIBIT "B.i"

ATTACHMENT I

Effective July 1, 2025

Year 2 of Memorandum of Understanding of July 1, 2025 – June 30, 2026

Amended by City Council Resolution No. 2025-XX December 10, 2025

Annual Salaries

ELECTED OFFICIALS	MINIMUM	MAXIMUM
City Council	8,076	8,076

EXECUTIVE MANAGEMENT	MINIMUM	MAXIMUM
City Manager	189,703.59	234,150.00

ADMINISTRATIVE MANAGEMENT	Step A	Step B	Step C	Step D	Step E
Chief of Police (<i>Employment Contract</i>)	183,578.14	187,951.45	192,428.95	197,013.10	201,706.48
ADMINISTRATIVE MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Community Development Director (5)	174,961.44	179,989.31	185,161.66	190,482.64	195,956.80
Community Services Director	136,069.68	143,571.53	151,486.97	159,838.83	168,651.13
Finance Director	160,557.95	168,585.84	177,015.13	185,865.89	195,159.46
Deputy Director H.R & Risk Management	119,277.60	125,241.56	131,503.69	138,077.84	144,982.80
Public Works Director	167,354.37	175,722.09	184,508.19	193,733.61	203,420.28
Police Captain (1)	149,957.90	157,455.80	165,328.59	173,595.02	182,274.77
Police Lieutenant (1)	119,484.70	125,458.94	131,731.88	138,318.48	145,234.40
MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Deputy Director, Community Services	112,599.06	118,229.06	124,140.45	130,347.48	136,864.90
Economic Development & Housing Manager (4)	105,000.00	108,500.00	112,000.00	116,000.00	120,000.00
Public Works Manager (2)	108,661.22	114,094.23	119,798.98	125,788.94	132,078.44
Accounting Manager	119,716.84	125,702.61	131,987.80	138,587.17	145,516.46
Assistant to the City Manager	104,766.45	110,004.78	115,505.07	121,280.37	127,344.26
City Clerk	95,242.23	100,004.34	105,004.61	110,254.88	115,767.51

Notes:

- (1) 3% COLA Year 2
- (2) 2% COLA & 5% Equity Adjustment Year 2
- (3) All other classifications listed received 2% COLA in Year 2. The Chief of Police, City Council & City Manager's salary was not adjusted for COLA or Equity.
- (4) Economic Development & Housing Manager Classification created by City Council Resolution No 2025-XX, November 12, 2025
- (5) Community Development Director classification received a 15% salary adjustment approved by City Council No.2025-XX, December 10, 2025 to maintain market competitiveness based on regional salary comparisons.

EXHIBIT "B.ii"
Effective JULY 1, 2025

Police Officers Association Members (BPOA)

Year 2 of Memorandum of Understanding of July 1, 2025 – June 30, 2026

	Step A	Step B	Step C	Step D	Step E
Police Officer	6,931.75	7,278.33	7,642.26	8,024.36	8,425.58
Police Sergeant	8,337.63	8,754.52	9,192.24	9,651.86	10,134.44

EXHIBIT "B.iii"
Effective JULY 1, 2025
Year 2 of Memorandum of Understanding of July 1, 2025 – June 30, 2026
BELL CITY EMPLOYEES ASSOCIATION (BCEA)

MONTHLY SALARIES					
FULL-TIME CLASSIFICATIONS	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Accountant	6,443.67	6,765.84	7,104.14	7,459.34	7,832.32
Accounting Asst I	3,934.81	4,131.55	4,338.13	4,555.03	4,782.79
Accounting Asst II	4,237.49	4,449.36	4,671.84	4,905.43	5,150.70
Account Clerk	3,609.19	3,789.65	3,979.13	4,178.09	4,386.99
Accounting Specialist	5,056.65	5,309.49	5,574.97	5,853.71	6,146.40
Administrative Specialist	4,770.43	5,008.96	5,259.40	5,522.37	5,798.49
Assistant City Clerk	5,543.05	5,820.20	6,111.21	6,416.77	6,737.61
Assistant Planner	6,071.20	6,374.76	6,693.49	7,028.17	7,379.57
Associate Planner	6,575.52	6,904.29	7,249.51	7,611.99	7,992.58
Associate Civil Engineer	7,811.81	8,202.40	8,612.52	9,043.14	9,495.30
Code Enforcement Officer	5,323.51	5,589.68	5,869.17	6,162.62	6,470.75
Code Enforcement Supervisor	6,941.92	7,289.02	7,653.47	8,036.15	8,437.96
Community Services Technician	4,487.68	4,712.07	4,947.67	5,195.06	5,454.81
Dispatcher	5,183.36	5,442.53	5,714.65	6,000.39	6,300.41
Economic Development Specialist	5,543.05	5,820.20	6,111.21	6,416.77	6,737.61
Environmental Programs Manager	7,936.85	8,333.70	8,750.38	9,187.91	9,647.29
Executive Assistant	5,937.29	6,234.14	6,545.86	6,873.15	7,216.80

EXHIBIT "B.iii"
Effective JULY 1, 2025
Year 2 of Memorandum of Understanding of July 1, 2025 – June 30, 2026
BELL CITY EMPLOYEES ASSOCIATION (BCEA)

Housing Specialist	6,238.26	6,550.18	6,877.68	7,221.56	7,582.64
Maintenance Worker I	4,059.57	4,262.56	4,475.68	4,699.47	4,934.44
Maintenance Worker II	4,266.46	4,479.78	4,703.77	4,938.95	5,185.91
Management Analyst	5,543.05	5,820.20	6,111.21	6,416.77	6,737.61
Office Assistant I	3,280.55	3,444.58	3,616.81	3,797.65	3,987.53
Office Assistant II	3,954.10	4,151.80	4,359.39	4,577.36	4,806.22
Office Coordinator	4,553.29	4,780.95	5,020.01	5,271.01	5,534.56
Park Maintenance Worker	4,266.46	4,479.78	4,703.77	4,938.95	5,185.91
Parking Enforcement Officer	4,362.90	4,581.05	4,810.10	5,050.60	5,303.13
Permit Technician	4,756.95	4,994.79	5,244.53	5,506.76	5,782.09
Police Records Specialist	4,237.49	4,449.36	4,671.84	4,905.43	5,150.70
Police Records Supervisor	6,374.49	6,693.23	7,027.88	7,379.28	7,748.24
Property & Evidence Specialist	4,961.46	5,209.54	5,470.01	5,743.51	6,030.69
Public Works Field Supervisor	6,338.57	6,655.50	6,988.28	7,337.68	7,704.58
Recreation Coordinator	5,097.41	5,352.28	5,619.89	5,900.89	6,195.93
Recreation Supervisor	6,660.46	6,993.48	7,343.15	7,710.31	8,095.83
Senior Accountant	7,640.29	8,022.30	8,423.42	8,844.58	9,286.81
Senior Code Enforcement Officer	6,397.51	6,717.39	7,053.27	7,405.93	7,776.23
Senior Economic Development Specialist	6,374.49	6,693.23	7,027.88	7,379.28	7,748.24
Senior Human Resource Analyst	6,374.49	6,693.23	7,027.88	7,379.28	7,748.24

EXHIBIT "D"
Effective January 1, 2025

HOURLY SALARIES					
PART-TIME CLASSIFICATIONS	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Cashier/Locker Room Attendant	16.50	17.30	18.14	19.02	19.95
Code Enforcement Officer	23.44	24.59	25.79	27.06	28.38
Custodian I	16.50	17.30	18.14	19.02	19.95
Custodian II	17.53	18.38	19.28	20.21	21.20
Dispatcher	26.45	27.75	29.11	30.54	32.04
Management Aide	23.77	24.93	26.15	27.43	28.78
Office Aide	17.53	18.38	19.28	20.21	21.20
Office Clerk	16.50	17.30	18.14	19.02	19.95
Office Technician	21.14	22.17	23.25	24.39	25.58
Parking Enforcement Officer	21.14	22.17	23.25	24.39	25.58
Police Cadet	21.14	22.17	23.25	24.39	25.58
Public Works Maintenance Worker	21.14	22.17	23.25	24.39	25.58
Recreation Leader I	16.50	17.30	18.14	19.02	19.95
Recreation Leader II	17.53	18.38	19.28	20.21	21.20
Recreation Leader III	18.83	19.75	20.71	21.72	22.78
Recreation Leader IV	21.14	22.17	23.25	24.39	25.58

EXHIBIT "C.i"
Effective July 1, 2026

Year 3 of Memorandum of Understanding of July 1, 2026 – June 30,
2027 Amended by City Council Resolution No. 2025-XX, Decemeber 10,
2025

Annual Salaries

ELECTED OFFICIALS	MINIMUM	MAXIMUM
City Council	8,076	8,076

EXECUTIVE MANAGEMENT	MINIMUM	MAXIMUM
City Manager	189,703.59	234,150.00

ADMINISTRATIVE MANAGEMENT	Step A	Step B	Step C	Step D	Step E
Chief of Police (<i>Employment Contract</i>)	183,578.14	187,951.45	192,428.95	197,013.10	201,706.48
ADMINISTRATIVE MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Community Development Director (3)	178,460.67	183,589.10	188,864.89	194,292.29	199,875.94
Community Services Director	138,791.07	146,442.96	154,516.71	163,035.61	172,024.15
Finance Director	163,769.10	171,957.56	180,555.43	189,583.21	199,062.65
Deputy Director H.R & Risk Management	121,663.15	127,746.40	134,133.76	140,839.39	147,882.46
Public Works Director	170,701.46	179,236.53	188,198.36	197,608.28	207,488.68
Police Captain (1)	154,456.64	162,179.47	170,288.44	178,802.87	187,743.01
Police Lieutenant (1)	123,069.24	129,222.70	135,683.84	142,468.03	149,591.43
MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Deputy Director, Community Services	114,851.04	120,593.64	126,623.26	132,954.43	139,602.20
Public Works Manager	110,834.44	116,376.12	122,194.96	128,304.72	134,720.01
Economic Development & Housing Manager (2)	107,100.00	110,670.00	114,240.00	118,320.00	122,400.00
Accounting Manager	122,111.17	128,216.66	134,627.56	141,358.91	148,426.79
Assistant to the City Manager	106,861.78	112,204.87	117,815.18	123,705.98	129,891.14
City Clerk	97,147.07	102,004.43	107,104.70	112,459.98	118,082.86

Notes:

- (1) 3% COLA Year 3, All other classifications listed received 2% COLA in Year 3. The Chief of Police, City Council & City Manager's salary was not adjusted for COLA or Equity.
- (2) Economic Development & Housing Manager Classification created by City Council Resolution No. 2025-xx, November 12, 2025
- (3) Community Development Director classification adjusted adjustment applied to Steps A–E for 2% COLA per City Council action dated December 10, 2025, Resolution No 2025 -xx

EXHIBIT "C.ii"
Effective JULY 1, 2026

Police Officers Association Members (BPOA)

Year 3 of Memorandum of Understanding of July 1, 2026 – June 30, 2027

	Step A	Step B	Step C	Step D	Step E
Police Officer	7,139.70	7,496.68	7,871.52	8,265.09	8,678.35
Police Sergeant	8,754.51	9,192.24	9,651.86	10,134.45	10,641.16

EXHIBIT "C.iii"
Effective JULY 1, 2026
Year 3 of Memorandum of Understanding of July 1, 2026 – June 30, 2027
BELL CITY EMPLOYEES ASSOCIATION (BCEA)

MONTHLY SALARIES					
FULL-TIME CLASSIFICATIONS	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Accountant	6,572.54	6,901.16	7,246.22	7,608.53	7,988.96
Accounting Asst I	4,013.51	4,214.18	4,424.89	4,646.13	4,878.45
Accounting Asst II	4,322.24	4,538.35	4,765.28	5,003.54	5,253.72
Account Clerk	3,681.37	3,865.44	4,058.71	4,261.65	4,474.73
Accounting Specialist	5,157.79	5,415.68	5,686.47	5,970.79	6,269.33
Administrative Specialist	4,865.84	5,109.14	5,364.59	5,632.82	5,914.46
Assistant City Clerk	5,653.91	5,936.60	6,233.44	6,545.11	6,872.37
Assistant Planner	6,192.62	6,502.25	6,827.36	7,168.73	7,527.16
Associate Planner	6,707.03	7,042.38	7,394.50	7,764.23	8,152.43
Associate Civil Engineer	7,968.05	8,366.45	8,784.78	9,224.01	9,685.21
Code Enforcement Officer	5,429.98	5,701.47	5,986.55	6,285.87	6,600.17
Code Enforcement Supervisor	7,080.76	7,434.80	7,806.54	8,196.88	8,606.72
Community Services Technician	4,577.43	4,806.31	5,046.63	5,298.96	5,563.91
Dispatcher	5,287.02	5,551.38	5,828.95	6,120.39	6,426.41
Economic Development Specialist	5,653.91	5,936.60	6,233.44	6,545.11	6,872.37
Environmental Programs Manager	8,095.59	8,500.37	8,925.39	9,371.66	9,840.24
Executive Assistant	6,056.03	6,358.83	6,676.78	7,010.61	7,361.14

EXHIBIT "C.iii"
Effective JULY 1, 2026
Year 3 of Memorandum of Understanding of July 1, 2026 – June 30, 2027
BELL CITY EMPLOYEES ASSOCIATION (BCEA)

Housing Specialist	6,363.03	6,681.18	7,015.23	7,365.99	7,734.30
Maintenance Worker I	4,140.76	4,347.81	4,565.20	4,793.46	5,033.13
Maintenance Worker II	4,351.78	4,569.38	4,797.84	5,037.73	5,289.63
Management Analyst	5,653.91	5,936.60	6,233.44	6,545.11	6,872.37
Office Assistant I	3,346.16	3,513.47	3,689.14	3,873.60	4,067.28
Office Assistant II	4,033.18	4,234.83	4,446.57	4,668.91	4,902.35
Office Coordinator	4,644.36	4,876.57	5,120.41	5,376.43	5,645.25
Park Maintenance Worker	4,351.78	4,569.38	4,797.84	5,037.73	5,289.63
Parking Enforcement Officer	4,450.16	4,672.67	4,906.30	5,151.61	5,409.20
Permit Technician	4,852.09	5,094.69	5,349.42	5,616.90	5,897.73
Police Records Specialist	4,322.24	4,538.35	4,765.28	5,003.54	5,253.72
Police Records Supervisor	6,501.98	6,827.09	7,168.44	7,526.86	7,903.20
Property & Evidence Specialist	5,060.69	5,313.73	5,579.41	5,858.38	6,151.30
Public Works Field Supervisor	6,465.35	6,788.61	7,128.04	7,484.44	7,858.67
Recreation Coordinator	5,199.35	5,459.33	5,732.29	6,018.91	6,319.85
Recreation Supervisor	6,793.67	7,133.35	7,490.01	7,864.52	8,257.75
Senior Accountant	7,793.09	8,182.74	8,591.88	9,021.47	9,472.55
Senior Code Enforcement Officer	6,525.46	6,851.74	7,194.33	7,554.05	7,931.75
Senior Economic Development Specialist	6,501.98	6,827.09	7,168.44	7,526.86	7,903.20
Senior Human Resource Analyst	6,501.98	6,827.09	7,168.44	7,526.86	7,903.20


EXHIBIT "D"
Effective January 1, 2025

HOURLY SALARIES					
PART-TIME CLASSIFICATIONS	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Cashier/Locker Room Attendant	16.50	17.30	18.14	19.02	19.95
Code Enforcement Officer	23.44	24.59	25.79	27.06	28.38
Custodian I	16.50	17.30	18.14	19.02	19.95
Custodian II	17.53	18.38	19.28	20.21	21.20
Dispatcher	26.45	27.75	29.11	30.54	32.04
Management Aide	23.77	24.93	26.15	27.43	28.78
Office Aide	17.53	18.38	19.28	20.21	21.20
Office Clerk	16.50	17.30	18.14	19.02	19.95
Office Technician	21.14	22.17	23.25	24.39	25.58
Parking Enforcement Officer	21.14	22.17	23.25	24.39	25.58
Police Cadet	21.14	22.17	23.25	24.39	25.58
Public Works Maintenance Worker	21.14	22.17	23.25	24.39	25.58
Recreation Leader I	16.50	17.30	18.14	19.02	19.95
Recreation Leader II	17.53	18.38	19.28	20.21	21.20
Recreation Leader III	18.83	19.75	20.71	21.72	22.78
Recreation Leader IV	21.14	22.17	23.25	24.39	25.58

DATE: December 10, 2025

TO: Honorable Mayor and Members of the City Council

FROM: John Oskoui, P.E., Interim Public Works Director

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Consideration To Approve a Public Works Agreement between the City of Bell and Crosstown Electrical and Data, Incorporated, for Traffic Signal Maintenance and Repair Services

RECOMMENDATION:

It is recommended that the City Council approve a Public Works Agreement between the City of Bell and Crosstown Electrical and Data, Inc. for Traffic Signal Maintenance and Repair Services in an amount not to exceed \$36,482.00 annually for a term of three (3) years with the option to extend it by 2 additional one-year terms.

BACKGROUND:

The City of Bell is responsible for maintaining 32 traffic signals, signal equipment upgrades, and replacements as needed, traffic signal controller programming, and traffic signal timing. Proper maintenance of traffic signals is essential for ensuring public safety, maintaining efficient traffic flow, and reducing the risk of collisions at intersections. In California, where roadways are heavily used and traffic volumes are high, even a short signal malfunction can cause congestion, delays, and dangerous driving conditions. Regular inspection, cleaning, and calibration of signal equipment help prevent unexpected failures, extend the life of costly infrastructure, and ensure that lights operate in coordination with surrounding intersections. Keeping traffic signals in good working order also supports emergency response operations, protects pedestrians and bicyclists, and helps cities comply with state and federal traffic control standards.

The current traffic signal maintenance and repair services contract is set to expire on December 9, 2025.

DISCUSSION:

On October 8, 2025, staff issued a Request for Proposals (RFP) for Traffic Signal Maintenance and Repair. The objective of the RFP is to secure reliable traffic signal maintenance services to maintain road safety, prevent excessive delays, and support the optimal flow of traffic.

On October 30, 2025, the City received four (4) proposals from the following firms:

Crosstown
Econolite Systems, Inc
Yunex Traffic

Bear Electrical Solutions, LLC.

The proposals were reviewed by the Public Works Department staff and carefully evaluated based on the following criteria listed in the RFP.

- Qualifications- 30 points
- Past Performance- 20 points
- Understanding and Approach to performing Required Services- 30 points
- Competitive pricing as compared to other qualified Proposers- 20 points

Each staff member independently reviewed and scored the proposals. The scores were then combined to establish a numerical ranking for each proposal. The table below presents the proposer rankings based on the evaluation criteria listed above.

Rank	Contractor	Score
1	Crosstown	93.5
2	Econolite Systems, Inc	91
3	Bear Electrical Solutions, LLC	89
4	Yunex Traffic	88

Staff determined that Crosstown is the most qualified proposer to provide the required services to the City of Bell and its proposal represents the best overall value.

Crosstown has the qualifications, experience, and resources to provide reliable traffic signal maintenance and repair services for the City of Bell. Established in 1998, Crosstown's traffic signal division offers more than 40 years of combined experience and employs IMSA-certified Level III technicians skilled in maintaining complex signal systems, video detection, and controller technology.

The firm currently provides similar services for several Southern California cities, including San Dimas, Laguna Hills, El Monte, and Monterey Park, and has consistently earned positive performance references. Their proposal emphasizes proactive preventive maintenance, rapid 24/7 emergency response, and transparent communication with City staff. Additionally, Crosstown has provided traffic signal maintenance and repair services to the City of Bell since December 2020, totaling five years of continuous service. Throughout this period, the firm has consistently demonstrated exceptional service performance and timely responsiveness to all City requests and concerns.

Therefore, staff recommend that the City Council approve a Public Works Agreement between the City of Bell and Crosstown for Traffic Signal Maintenance and Repair Services.

FISCAL IMPACT:

The City's approved FY 2025–26 budget includes \$36,482, distributed across multiple special funds, to cover the cost of traffic signal maintenance and repair services. These funds include Gas Tax, Measure R, and Proposition C, with no allocation from the General Fund.

STRATEGIC PLAN 2023-25:

Target 3- Elevating Quality of Life

ATTACHMENT(S):

- 1. Contract Services Agreement**
- 2. Crosstown's Proposal**
- 3. Request for Proposals (RFP)- Traffic Signal Maintenance and Repair Services**

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

CROSTOWN ELECTRICAL & DATA, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
CROSTOWN ELECTRICAL & DATA, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 10th day of December 2025 by and between the City of Bell, a California charter city ("City"), and Crosstown Electrical & Data, Inc., a California corporation ("Consultant"). City and Consultant 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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, the City has the authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement 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. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" 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, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 contractors performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant 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 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant'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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods 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 may be caused by City's own negligence.

1.7 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.

1.8 Additional Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Consultant 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 ONE HUNDRED NINE THOUSAND FOUR HUNDRED FORTY SIX DOLLARS (\$109,446.00) (the "Contract Sum"), with an annual not-to-exceed amount of THIRTY SIX THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS (\$36,482.00) unless additional compensation is approved pursuant to Section 1.8.

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 contract retention; (iii) payment for time and materials based upon the Consultant'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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant

for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

<u>David P. Heermance</u>	<u>President</u>
(Name)	(Title)
<u>Benjamin Heermance</u>	<u>Chief Financial Officer</u>
(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 foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant'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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City's Public Works Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to

assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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. 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than five (5) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Consultant 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. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and 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. Consultant 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 Consultant, its agents, representatives, employees or subconsultants.

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

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation

(except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant 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, contractor or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant in the performance of professional services 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 Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 three (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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant 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.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant 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) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Consultant 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 Consultant'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.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant shall file a statutory 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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 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.

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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its contractor, 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that 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. Consultant 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.

Consultant 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 Consultant 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, Consultant 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 Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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.

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 Consultant 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. Consultant 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. Consultant 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. Consultant 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.

Consultant'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) that 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.

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

CITY:
CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESQUIRE & WYNDER, LLP



David J. Aleshire, City Attorney

CONSULTANT:

Crosstown Electrical & Data, Inc.

By: _____
Name: David P. Heermance
Title: President

By: _____
Name: Benjamin Heermance
Title: Chief Financial Officer

Address: 5454 Diaz Street
Irwindale, CA 91706

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
_____ TITLE(S)		TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/>	GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
_____ TITLE(S)		_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/>	GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____ DATE OF DOCUMENT
_____		_____
_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"**SCOPE OF SERVICES****I. Consultant will perform the following Services:**

Scope of Services specified in the Request for Proposals for Citywide Traffic Signal Maintenance and Repair Services and Consultant proposal is dated October 29, 2025.

II. Consultant must perform all Services in compliance with the following requirements:

- A. Each task shall be indicated by a written request produced by the City with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and as schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."
- C. City shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to the City by Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by providing a monthly report.**IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "B"**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

- I. **Section 4.6 entitled "Local Preference" is hereby added to read in its entirety as follows:**

4.6 Local Preference

The City is an economically disadvantaged community with high unemployment and the City in awarding of contracts encourages the contractors to undertake their best efforts to hire locally. To that end, Consultant covenants it shall make its best efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the services performed under this Agreement. Best efforts include having a local hiring program approved by the City ("Local Hire Program") which requires regular reporting requirements necessary for evaluating the compliance with the Local Hire Program. In addition, the Consultant shall: (i) advertise in local newspapers regarding job opportunities, (ii) establish a point of contact to provide information about available job opportunities to the community, (iii) conduct outreach efforts to attract local hires, subcontractors and tradesmen, and (iv) coordinate local hire workshops with the City to educate potential local subcontractors and tradesmen about employment opportunities."

- II. **Section 5.4, entitled "Performance Bond" is hereby deleted in its entirety.**

- III. **Section 7.7, entitled "Liquidated Damages" is hereby amended in its entirety to read as follows:**

7.7 Complaints: Liquidated Damages

- (a) Complaints received by the City or through observation by the Contract Officer, regarding the Consultant's performance will be transmitted to the Consultant's office in writing, by telephone or facsimile, and handled by the Consultant. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Consultant. A report of the Consultant's investigation and the corrective action taken shall be made promptly by the Consultant to the Consultant Officer. Repeat complaints may be handled

by a joint visit to the site by a City Inspector and the Consultant. Complaints received directly by the Consultant shall be submitted in writing to the City on the day such complaints are received. Consultant shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City within ten (10) days following the end of the month. Repeat complaints of poor service quality of similar nature shall be handled in the manner prescribed below. These penalties are provided to provide an alternative to Agreement termination for minor performance failures by Consultant. Nothing herein shall waive the right of the City to terminate the Agreement for repeated or material violations of the performance standards.

- (b) An initial complaint shall be handled in accordance with the subsection (a) of this Section.
- (c) When the Contract Officer determines that additional violations of a similar nature have occurred within any 180 calendar day period, a written complaint shall be filed with the Consultant by the City. The written complaint shall include a description of the complaint of the Consultant's performance and warning that the next complaint will result in the assessment of liquidated damages in the amount of \$100 per incident, provided that after the fourth incident in any 180 day period the penalty shall go to \$500 per incident.
- (d) When the Contract Officer determines that a third violation similar in nature as the previous violation has occurred within 180 days of the material violation, a written complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Consultant's performance, and of the penalty therefore. The Contract Officer and/or designee shall meet with the Consultant within five (5) working days and develop a written corrective action plan to prevent further occurrence of the problem. The corrective action plan shall be prepared by the Consultant within ten (10) working days after the meeting between the Contract Officer and/or designee and Consultant. The corrective action plan is subject to the approval of the Contract Officer.
- (e) If repeated violations continue, the City may provide notice of termination in accordance with Article 7.

EXHIBIT "C"

**SCHEDULE OF COMPENSATION
CITYWIDE TRAFFIC SIGNAL MAINTENANCE & REPAIR SERVICES**

Please complete the form below, providing itemized costs for each service category. All costs must include labor, materials, equipment, administration, and any associated overhead.

Base Annual Services

Service Category	Estimated Frequency	Unit Cost (\$)	Annual Total (\$)
1. Emergency Telephone Number and Call Center	Monthly	\$1.00	\$12.00
2. Routine Maintenance (Per Intersection)	Monthly	\$65.00	\$24,180.00
3. Routine Maintenance Intersection Walk-Around	Six (6) times per year (every 2 months)	\$25.00	\$4,650.00
4. Semi-Annual Maintenance	Two (2) times per year (every 6 months)	\$55.00	\$1,320.00
5. Traffic Signal Interconnect Systems Check	Quarterly (every 3 months)	\$450.00	\$1,350.00
6. Underground Service Alert (Dig Alert) Monitoring & Marking	Monthly	\$375.00	\$4,500.00
7. Required Reporting	Monthly	\$10.00	\$120.00
8. Records (Develop and Maintain)	Annual Lump Sum	N/A	\$350.00
TOTAL BASE ANNUAL COST			\$36,482.00

Extra Works: Labor and Equipment Cost

Service Category	Estimated Frequency	Unit Cost (\$)
1. Project Manager	Hourly	\$105.00 OT: \$140.00 DT: \$175.00
2. Supervisor/Lead Technician	Hourly	\$117.00

		OT: \$157.00 DT: \$201.00
3. Traffic Signal Technician	Hourly	\$115.00 OT: \$155.00 DT: \$197.00
4. Licensed Electrician	Hourly	\$120.00 OT: \$162.00 DT: \$197.00
5. Inspector	Hourly	\$115.00 OT: \$155.00 DT: \$197.00
6. ANSI-compliant bucket/boom truck	Hourly	\$45.00
7. Signal and conflict monitor testing equipment	Hourly	\$113.00
8. Portable generator	Hourly	\$20.00
9. Traffic control equipment (cones, arrow boards, signage)	Hourly	\$20.00

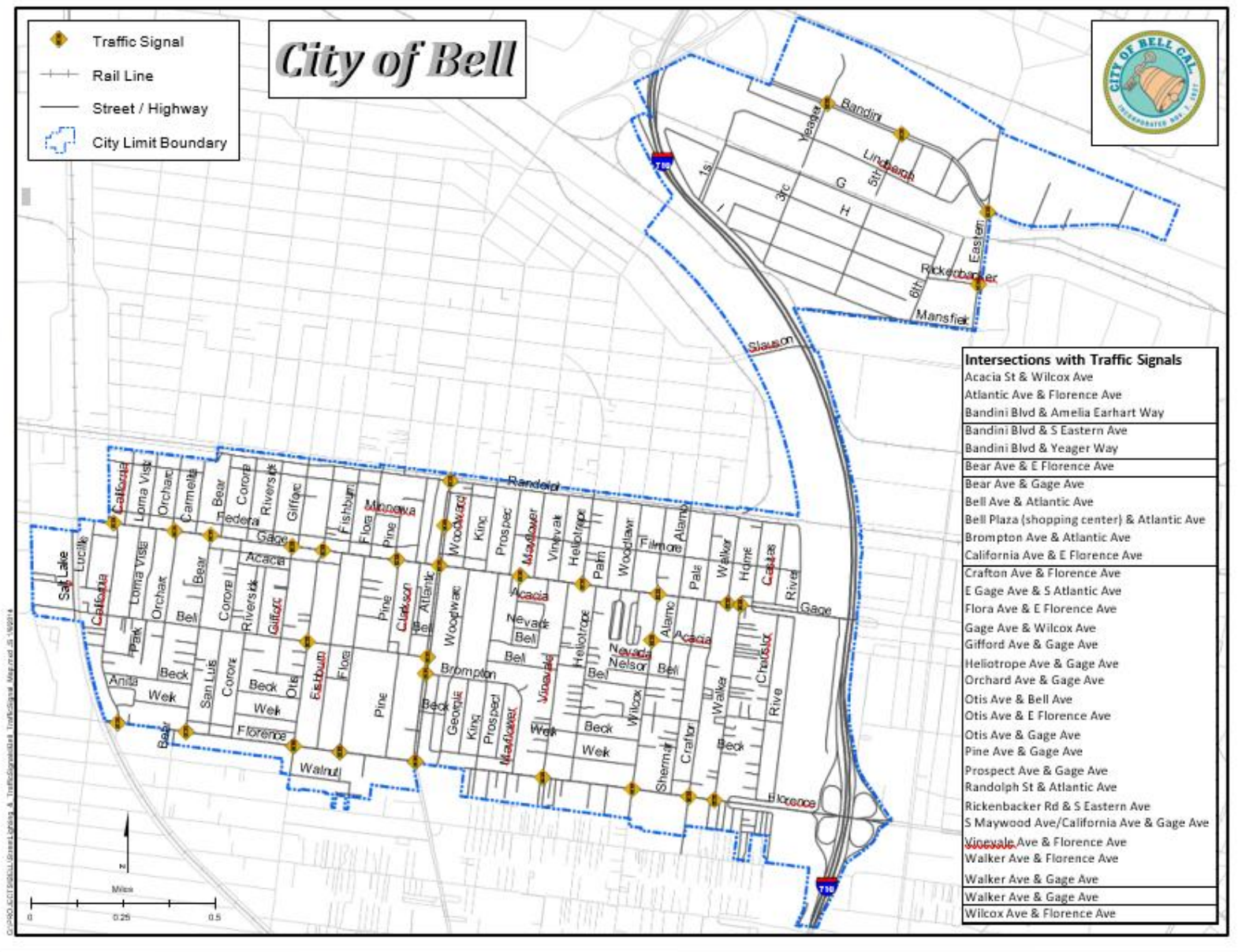
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services in accordance with the procedures set forth in RFP scope of services dated October 29, 2025.
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for three (3) years from the date hereof (the "Term"). The City Council may, in its sole absolute discretion, extend the Term by two (2) one-year extensions so long as funds have been appropriated for the Services under this Agreement.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "E"

MAP AND LIST OF CITY OF BELL TRAFFIC SIGNALS



NOTICE OF AWARD

TO: (CONTRACTOR) FOR CITYWIDE TRAFFIC SIGNAL MAINT/REP SERVICES:

Public Works Division

Your Bidder's Proposal dated _____, is accepted for the total contract price of \$ _____.

You are required by the "SECTION IV REQUIRED POST RFP DOCUMENTS" to execute the documents specified within ten (10) days from the date of mailing this Notice. Please sign one copy of the Notice of Award upon receipt and return.

RECEIVED:

CONTRACTOR

THE CITY OF BELL

By: _____

By: _____

Kenneth Jones
Public Works Manager

(Title)

(Date)

(Date)

NOTICE TO PROCEED

TO: (Contractor)

DATE:

From: Kenneth Jones
Public Works Manager, City of Bell

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the contract documents:

**Citywide Traffic Signal Maintenance and Repair Services
Public Works Department Services Division**

These documents have been received and are on file with the City Clerk of the City of Bell:

DOCUMENT:

The Agreement Fully Executed	()
Workers' Compensation Insurance Certificate	()
Liability Insurance Policy or Certificate	()
Insurance Forms	()

The **Contract Time** shall commence on the date of issuance of the City's written **Notice to Proceed**.

Work shall commence within **five (5) calendar days** from the date of this **Notice to Proceed** and is to be completed within _____. Annual work shall be completed within the time allocated based on the work to be performed.

Kenneth Jones
Public Works Manager



CITY of BELL

CITY OF BELL
6330 Pine Ave.
Bell, CA 90201

REQUEST FOR PROPOSALS MUST BE SUBMITTED BY:

October 29, 2025 at 2:00 P.M.

Date/Time

PW25-006

RFP Number

COVER PAGE

The City of Bell, hereinafter referred to as "City" is seeking proposals from qualified firms, hereinafter referred to as "Contractors" to establish a contract for:

Citywide Traffic Signal Maintenance & Repair Services

Work provided shall be in accordance with the Scope of Services requirements attached hereto and incorporated herein by this reference as Section I (D).

All proposals must be submitted online via OpenGov at:

<https://procurement.opengov.com/portal/cityofbell>

**City will reject proposals submitted other than through OpenGov.
Electronic Proposals are due on or before the date and time
specified above.**

Contractors are not to contact any City personnel with any questions or clarifications concerning this RFP. All official communication concerning this RFP will be through OpenGov – RFP# PW25-006. Any City response relevant to this RFP other than through OpenGov is unauthorized and will be considered invalid.

PROPOSALS WILL BE VALID FOR 120 DAYS AFTER CLOSING DATE

I have read and understand and agree to the terms and conditions herewith, and I am submitting a Proposal in response to this solicitation.

Date: OCTOBER 29, 2025 Company Name: CROSTOWN ELECTRICAL & DATA, INC.

*Authorized Signature

Name

DAVID P. HEERMANCE

Title

PRESIDENT

*Authorized Signature

Name

BENJAMIN HEERMANCE

Title

CHIEF FINANCIAL OFFICER

***If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or Vice President. The second signature must be either the Secretary, an Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.**

RETURN THIS COVER PAGE WITH YOUR PROPOSAL

LATE PROPOSALS WILL NOT BE ACCEPTED

ADDENDA ACKNOWLEDGEMENT/SIGNATURE

This Proposal Response is submitted with respect to the changes to the Request for Proposal included in the following addenda numbers:



1 2 3 4 5 6 7
(Initial above all appropriate numbers)

By signing below, Contractor certifies that the information submitted in response to this Request for Proposal is true and correct. I also understand that failure to submit a completed Proposal response package (fully completed and executed) will result in rejection of Proposal.

Respectfully submitted,



Contractor Signature

DAVID P. HEERMANCE PRESIDENT

Print Name / Title

CROSSTOWN ELECTRICAL & DATA, INC.

Legal Name of Company

626-813-6693

Telephone Number

OCTOBER 29, 2025

Date

5454 DIAZ ST., IRWINDALE, CA, 91706

Business Address (Actual Address – P. O. Box)

DAVE@CROSSTOWNDATA.COM

Email Address


CONFLICT OF INTEREST STATEMENT

Provide in this section a statement disclosing any past, ongoing or potential conflicts of interest that your contractor, proposed staff, or any subcontractors may have as a result of performing this work.

If there is no conflict of interest then provide such statement in this section.

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Contractor entered into an Agreement with the City of Bell in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

NO CONFLICT OF INTEREST



Contractor Signature

OCTOBER 29, 2025

Date

DAVID P. HEERMANCE, PRESIDENT

Print Name / Title

CROSSTOWN ELECTRICAL & DATA, INC.

Proposing Company Name

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, DAVID P. HEERMANCE, the PRESIDENT
(Title)

of CROSSTOWN ELECTRICAL & DATA, INC., certify that the Insurance Requirements set forth in
(Contractor's Company Name)

the Proposed Agreement for **RFP#** PW25 - 006 has been


read and understood. I certify that

CROSSTOWN ELECTRICAL & DATA, INC.'s

(Contractor's Company Name)

insurance company(ies) MCRAE & ASSOCIATES INSURANCE SERVICES, INC. is/are able to provide the
(Name(s) of insurance company(ies))

coverages specified.


Authorized Signature DAVID P. HEERMANCE, PRESIDENT OCTOBER 29, 2025
Date

*** End of Section II ***

October 29, 2025

Mr. Kenneth Jones, Public Works Manager
City of Bell
6330 Pine Ave.
Bell, CA 90201

Subject: Letter of Transmittal

Dear Mr. Jones:

Crosstown Electrical and Data Inc. ("Crosstown") is pleased to submit this proposal in response to the City of Bell's Request for Proposal for Citywide Traffic Signal Maintenance & Repair Services.

Crosstown is a Southern California based Electrical & General Contractor specializing in Traffic Signal Maintenance, installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems, traffic signal installations and modifications. Crosstown is an extremely strong team that can provide top quality traffic signal maintenance services as well as provide any and all necessary traffic signal related construction should the need arise. We have been pleased to serve the City of Bell since 2020 as your Traffic Signal Maintenance provider and we hope we can continue to serve the City.

Crosstown's Traffic Signal Maintenance division currently employs professional IMSA certified traffic signal/street light electricians and an operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. Crosstown intends to use in-house personnel and equipment required to service the City of Bell's (31) signalized intersections. We support the International Municipal Signal Association (IMSA) training procedures with all of our technicians obtaining advanced certification through in-house training and participation in IMSA certification courses. We have experienced technicians in traffic signal interconnect systems and pre-emption and priority control systems and excel in troubleshooting and diagnosing problems with operational systems. The specialized experience and professional competence of Crosstown's personnel identified as part of this RFP is reflected in the personnel section of this response.

Please note that Crosstown maintains an A & C-10 License. This proposal shall remain valid for a period of not less than 120 days from date of submittal. Crosstown accepts the RFP and City's Contract Services Agreement without any exceptions. All information submitted in this proposal is true and correct. Mr. David P. Heermance will have contractual responsibility for this agreement.

Our firm is very confident that we can provide superior service and meet all of the requirements set forth in this request for proposals. Thank you for your time and consideration and we look forward to continue working with the city of Bell.

Sincerely,



Dave Heermance - President

5454 Diaz St., Irwindale, CA 91706

Phone: (626) 813-6693 , Email: dave@crosstowndata.com

TABLE OF CONTENTS

1. Cover Letter.....	1
2. Table of Contents	2
3. Information / Background of Contractor.....	3
4. Key Personnel & Qualifications.....	4
5. Past Experience / References	8
6. Understanding of the Scope of Work and Work Proposal	9
7. Attachments	17
<ul style="list-style-type: none">• Signed Certification• Cost Proposal (UPLOADED SEPARATELY)	



COMPANY INFORMATION / BACKGROUND

Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 26 years and our acquired traffic signal maintenance division has over 40 years of experience. Crosstown is 100% owned and operated by Mr. David Heermance. We currently have 135 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal. Our traffic signal maintenance technicians are available to take on this contract and provide an exceptional level of service.

Crosstown has good relationships with many cities throughout California and multiple traffic signal maintenance contracts currently in effect that are similar to this RFP, such as the city of San Dimas, Maywood, and Hemet. See reference section for additional projects and details. Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, Expires 11/30/26. We are registered with the Department of Industrial Relations, DIR # 100000155. Crosstown complies with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively. Crosstown complies with the Copeland Anti- kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Commitment to Service, Safety, and Value

We understand the responsibility that comes with maintaining critical municipal infrastructure. Our approach emphasizes:

- Rapid, reliable emergency response
- Cost-effective, proactive system maintenance
- Transparent communication with City staff
- Full compliance with Cal/OSHA and MUTCD safety standards

Responsible, Competitive pricing

Our rate schedule is designed to deliver maximum value without compromising quality. Key features include:

- **Fair, efficient labor rates** – no inflated charges
- **Low-use equipment priced lean** – savings where it matters
- **Materials markup capped at 15%** - budget friendly control
- **Optional preventive maintenance program** – fixed monthly cost for predictability

Why Choose Crosstown?

Smart Maintenance. Honest Pricing. Reliable Results.

- **Experience You Can Trust:** IMSA Certified Technicians, fast callouts, high uptime
- **Responsiveness That Delivers:** Routine & Emergency response times that meet or exceed the city's requirements.
- **Transparent and Accountable:** Detailed reporting, photo documentation, no surprise fees
- **Ready to Hit the Ground Running:** Our team is prepared to begin when you are!

Key Contact Information:

Company Name:	Crosstown Electrical & Data, Inc.
Legal Form of Company:	Corporation
License no.:	756309
Federal Employer ID #:	22-3611877
DIR #:	1000000155
Primary Project Contact:	Jerry Davis: Senior Operations Manager
Telephone Number:	(951) 738-1444
Cell Phone:	(951) 260-3694
Email:	jdavis@crosstowndata.com
Corporate Office:	5454 Diaz Street Irwindale, CA. 91706 (626) 813-6693



STATEMENT OF QUALIFICATIONS

Crosstown's technicians are skilled and regularly engaged in traffic signal maintenance as well as performing underground Service alerts (USA's). References from other cities in which we provide Traffic Signal Maintenance services is provided below. Crosstown has the resources and experience to provide cost effective and quality professional services to the city of Norco.

Crosstown has extensive experience in working in busy arterial roadways, freeways, and intersections and is capable of taking all necessary safety precautions to provide both a safe working environment for our team as well as safety for the traveling public.

Our Technicians carry the IMSA Traffic Signal Field Technician certifications. Our lead technician will be a Sr. Level III certified technician which includes education and knowledge in M.U.T.C.D , understanding of basic electronics and electrical standards in the National Electrical Code, National Electrical Safety code, Traffic Control Devices Handbook, lightning and grounding protection and traffic signal preemption devices, and data communication methods.

KEY PERSONNEL / QUALIFICATIONS

A. Crosstown's Qualified Maintenance Personnel

Crosstown will maintain an adequate level of labor resources as required by the Scope of Work. The designated manager will have full involvement in the work effort. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Each of our technicians are skilled and meet the standards set forth in the city's request for proposal with the following qualifications:

- a. **Haresh (Harry) Vaidya – Maintenance Technician / Journeyman Electrician / IMSA Field Technician Level III:** Mr. Vaidya will be the **lead technician for this project** and he possesses strong technical skills and ability to collaborate with others. He will be the lead technician for this project and will be responsible for day-to-day management). He has over 30 years of experience in the industry and his strengths include the installation, repair, and replacement of complex electrical and electronic equipment in the field and in production settings. Mr. Vaidya is experienced in the repair of Econolite ACS/3-2100 and Cobalt controllers and their integrated operation with Econolite Centracs. Please see attached resume for additional information.
- b. **Galt Grotke – Maintenance Technician / IMSA Field Technician Level II:** Galt Grotke is a highly skilled and certified Traffic Signal Technician with over seven years of hands-on experience maintaining, troubleshooting, and repairing traffic signal systems for multiple municipalities throughout Southern California. As a key member of Crosstown Electrical & Data's Traffic Signal Maintenance Division, Galt brings technical expertise, operational leadership, and a commitment to public safety to every project. Prior to joining Crosstown, Galt served honorably in the United States Air Force as an Electrical and Environmental Systems Technician,

where he gained critical experience in troubleshooting complex electrical systems and responding to high-pressure, time-sensitive challenges. This foundation of discipline, precision, and teamwork continues to drive his performance in municipal traffic signal maintenance.

- c. **Shea Grotke - Maintenance Technician / IMSA Field Technician Level III:** Shea would serve as a **backup technician** for this project. He has a Bachelor of Arts in Computer Science from Cal State San Bernardino. He has experience as a General Maintenance Supervisor of a Building Complex and working in General Construction for Shimmick. Shea joined Crosstown in March of 2020 and has his IMSA Work Zone Safety and Traffic Signal Level I, II, and III certifications. Shea is also an IBEW Union Traffic signal Maintenance Technician, he is bucket truck certified, and trained in Iteris Video Detection systems, Gridsmart Video Detection systems, and Econolite Controller Programming. He has currently been providing Maintenance services in the cities of Laguna Hills, West Hollywood, Maywood and Los Alamitos. Please see attached resume for additional information.

B. Crosstown's Management Contacts and Support Staff

- a. **David Heermance, President** - Mr. Heermance is the President and CEO of Crosstown Electrical & Data, Inc. which has been providing Electrical and communication services since 1998. He holds a General Construction Class A license as well as an Electrical Class C-10 License and has led Crosstown to experience continual growth and success each year. Mr. Heermance brings over 40 years of overall experience in the installation, operation, maintenance and management of electronic equipment, communications, traffic signals and fiber optic systems to his team. He has in-depth knowledge and understanding of data communications, fiber optics, video, and their application to traffic signals and Intelligent Transportation Systems. Furthermore, Mr. Heermance has developed exceptional management skills in relation to construction and maintenance and ensures that each project is completed successfully and with a satisfied customer.
- b. **Jerry Davis – Senior Traffic Signal Maintenance Operations Manager:** As Senior Operations Manager Jerry is also the Contact Compliant Manager for this contract. He is responsible for providing strong strategic leadership for the company by working with other management staff and ownership to establish long-range goals, strategies, plans and policies. As well as plan, develop, organize, implement, direct, and evaluate the organization's fiscal function and performance, Jerry works closely with our entire team as well as our clients. He is responsible for the day-to-day direction, oversight and quality control of and delivery of service on this contract. Jerry has over 35 years of experience in traffic signal construction, maintenance, and service operations, many of those years have been spent in high profile leadership roles. Jerry worked many of his years in this industry as an IBEW Union journeymen electrician, foreman, and general foremen and as a Project Engineer for Steiny & Co. Jerry came to CSC in early 2013 to oversee all aspects of the company's operations and now manages all Traffic Signal Maintenance

operations at Crosstown. He is an active IMSA Member and holds his IMSA Work Zone Safety, Level I and Level II Traffic Signal Field Technician Certifications.

- c. **Ralph Maciel – Inventory / Warehouse Manager:** Ralph has been with CSC for 19 years and came over to Crosstown in 2020. Ralph is in charge of ordering the equipment that is needed on a day-to-day basis and ensuring that the supplies stay well stocked. His knowledge of traffic signal equipment has been a vital asset in keeping our warehouse stocked with all the equipment, tools, and supplies needed to keep our city's intersections running and looking great.
- d. **Dan Bylund – Purchasing / IT System Administrator:** Dan has a BA in Business and is a Certified Microsoft Professional. He has been with the company for over 5 years and is currently working with our Web-based Maintenance Management System (MMS). This real time work monitoring program (Sales Force) allows the cities to see how the preventative and response maintenance is going on a day-to-day, hour-by-hour time basis. Dan is our liaison with the companies we purchase our equipment through. He also is involved with our monthly invoicing to the cities.

C. Subcontractor (As-Needed)

Smithson Electric – Loop installation

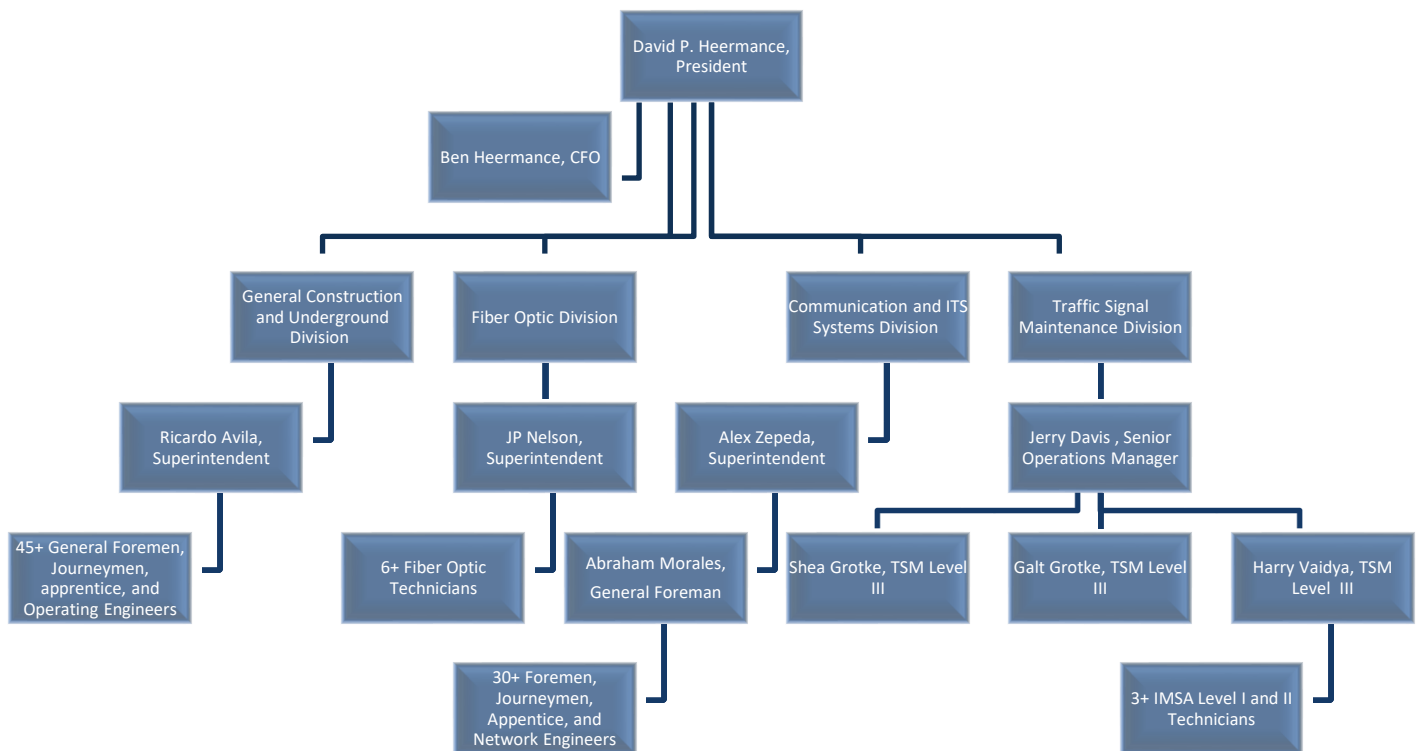
Chris Zell

1938 E. Katella Avenue

Orange, CA 92867

chris@smithsonelectric.com

A. Crosstown Corporate Structure



PAST EXPERIENCE/ REFERENCES

A. List of Current Representative Projects and Contact information.

City of San Dimas (36 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Chase Buckelew, Public Works Maintenance Superintendent
245 East Bonita Avenue, San Dimas, CA 91773
(909) 394-6270
cbuckelew@ci.san-dimas.ca.us

City of Laguna Hills (49 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Kenneth Rosenfield, Director of Public Works
24035 El Toro Road, Laguna Hills, CA 92653
(949) 707-2655
kronsenfield@ci.laguna-hills.ca.us

City of El Monte (73 Intersection, Traffic Signal Emergency on Call Services)

Frank Drevdahl, Public Works Administrative Analyst
3990 Arden Drive, El Monte, CA 91731
fdrevdahl@elmonteca.gov

City of Monterey Park (63 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Cesar Vega, Civil Engineer Associate
320 W. Newmark Avenue, Monterey Park, CA 91754
(626) 307-1320
cvega@montereypark.ca.gov

City of Hemet (41 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Matt Devore, Facilities Maintenance Technician
3777 Industrial Avenue, Hemet, CA 92545
(951) 765-3710
mdevore@cityofhemet.org

City of Maywood (Traffic Signal Maintenance & Emergency on Call Services)

Able Hernandez
4319 East Slauson Ave., Maywood, CA 90270
(323) 562-5700
abel.hernandez@cityofmaywood.org

Additional References Available Upon Request

UNDERSTANDING OF THE SCOPE OF SERVICES AND WORK PROPOSAL

The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW).

General

Crosstown will have all required tools, materials, equipment, apparatus, facilities and skilled labor services available to perform all work necessary for this RFP, including but not limited to maintain and repair the traffic signals and safety lights in the City in compliance with current City standards and specification. A hydraulic bucket truck capable of reaching a height of at least 35 feet above the roadway surface will be available. A computer laptop for programming, maintenance and testing of traffic signal controllers and equipment will be provided to our technicians.



Crosstown will provide all vehicles and traffic control necessary by our Technicians and vehicles will be equipped with permanently mounted warning beacon/strobe lights, traffic cones, construction warning signs. Traffic control/lane closures will conform to the California Manual on Uniform Traffic Control Devices.

Crosstown will maintain a valid Class A and Class C-10 contractor license. Contractor license No. 756309 which expires on 11/30/26. We will also apply for and maintain a current City of Norco Business license throughout the duration of the agreement. Crosstown will pay prevailing wages pursuant to Labor Code section 1771 and is registered with the Department of Industrial Relations, DIR #1000000155.

Crosstown's assigned signal technician will be available to meet with the City's designated representative as needed and agreed upon mutually, to discuss signal maintenance activities.

Crosstown will provide As Needed emergency service response to the City's traffic signals on a 24 hour a day, seven days a week basis, including all holidays. Crosstown will provide emergency contact information to the city and will provide technicians with appropriate communications for dispatch.

Crosstown maintains its own in-house traffic signal laboratory located at 5463 Diaz St., Irwindale, CA, 91706. Our testing and calibration capabilities include Cabinet testing, CMU/MMU Bench testing, Controller verification, testing and programming, and we also partner with and utilize EDI, Swarco/McCain & Econolite's authorized service centers.

RESPONSE TIME AND PROCEDURE

Crosstown understands that during the Regular Response Time (When the notification is received between 7:00 a.m. to 5:00 p.m., Monday through Friday), we will respond within the time frame required by this RFP.

For Emergency Response Time, Crosstown will respond immediately to emergency calls, including main pole knockdowns. Crosstown will dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances.

It is understood that there are currently (31) traffic signals in the Per the city's request, Crosstown can perform additional services at the rates provided. It is understood that all work performed or equipment that is supplied by Crosstown will be subject to inspection and approval of the City's Public Works director or his authorized representative.

Crosstown will maintain a single local telephone number that we can be reached 24 hours per day, seven days per week. The city will be supplied with names, mobile telephone numbers and emails of at least three responsible individuals representing Crosstown that may be contacted 24 hours per day for emergency response. The phone provided to our technicians will be capable of communicating via email, voice and text with City staff.

The Scope of work below is extracted from the RFP and Crosstown agrees to perform all work below and any additional work stated /required in this RFP.

Preventative Maintenance

Crosstown will provide preventive maintenance for the traffic signal equipment and will furnish and use a preventive maintenance checklist form approved by the City for each inspection. We agree to provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the last three (3) maintenance checklists in the traffic signal controller cabinet, and to maintain electronic copies of the maintenance checklists at the contractor's office of records.

For Routine Maintenance, Crosstown agrees to perform each of the following items as required and stated in the RFP

Routine Maintenance (Once every Month)

1. Develop and Maintain a Preventive Maintenance (PM) checklist Form: Maintain a copy of the three most recent Preventive Maintenance (PM) Checklists at each traffic signal. The PM Checklist Form will list the date/time and be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
2. Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet

door opening by over tightening.

3. Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and to report the need to reseal the cabinet foundation as necessary.
4. Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures of evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
5. Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.
6. Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
7. Cabinet Fan: Verify that cabinet fans(s) operate properly with a minimum of noise.
8. Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.
9. Interior Light: Verify the proper operation of the cabinet's interior light.
10. Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
11. Hinges and Locks: Check the free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
12. Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
13. Ensure detectors are detecting.
14. Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.
15. Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
16. Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
17. Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
18. Ground Fault Receptacle: Verify the proper operation of the "Test" and "Reset" buttons on GFCI type outlets.
19. Intersection Records: Ensure that all intersection cabinet wiring diagrams are

present and up to date.

20. Verify pedestrian push buttons operate.
21. Controller Operation: Manually place vehicle and pedestrian calls on each phase 4 through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after daylight savings time change).
22. Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
23. Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
24. Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
25. Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
26. Verify operation of signal indications.
27. Pre-Emption Devices: Test any pre-emption devices for proper operation.
28. System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
29. Battery Back-Up System: Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.
30. Check all battery connections to ensure they are clean and secure.
31. Safety Lighting (Night Check): Institute a routine nighttime check of safety lights and illuminated street name signs at all signalized intersections every other month and submit a report and an estimate for any repairs necessary to the City for approval.

Routine Maintenance: Intersection Walk-Around (Once every 2 Months)

1. General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
2. Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors and doors are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet). Labor and material costs to replace malfunctioning displays with Caltrans approved LED units will be paid in addition to the established flat rate fee per intersection.
3. Pedestrian Equipment: Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary.
4. Internally illuminated street name signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing.
5. Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.

Semi-Annual Maintenance

1. Uninterrupted Power Supply (Back-up) System
 - Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 - Perform 15-minute test
 - Verify bypass switch is operating properly
 - Verify unit is set for 50% fully operation and 50% red flash
 - Inspect and test battery charging system.
2. Video Detection System (where applicable): Ensure proper operation, clean video detection camera lens as needed.
3. Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.
4. Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
5. Air Filter: Clean or replace the air filter element in all controller cabinets so equipped at least once each six (6) months and shall note in the monthly report any filter replacement. Wash or replace all air filter elements in all cabinets, so equipped, within three (3) months after the execution of this

-
- contract and note in the monthly report the date the filter elements are cleaned or replaced. Replace the Air Filters at least once each (6) Months or unless otherwise approved by the Engineer.
6. Check: All pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
 7. Verify timing charts to controllers. If they are not correct contact City staff to verify differences.
 8. Report significant areas of rust on cabinet exterior and signal poles to City staff.
 9. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired.

Electrical Services

Provide a California Certified General Electrician on staff or on-call for electrical work. Work includes wiring, circuits, service cabinets, grounding, and NEC-compliant repairs.

Traffic Control and Safety

Crosstown will provide and maintain traffic control per California MUTCD, Part 6.

Ensure all staff are trained and certified in IMSA Work Zone Temporary Traffic Control.

Provide PPE, cones, arrow boards, and other safety equipment at no additional cost to the City.

Emergency Telephone Number and Call Center

Crosstown will furnish an emergency telephone number to receive customer comments and requests regarding the services contained in this Request for Proposal.

1. The emergency telephone number and call center will serve as the hotline for unscheduled maintenance and personnel should be available 24-hours a day, 7 days a week.
2. The call center shall maintain records of all phone calls that detail what was reported, where it was reported, and the date & time of calls received.
3. Compensation for the emergency telephone number and call center will be included in the flat rate cost of maintaining each intersection.

Traffic Signal Interconnect Systems

Crosstown will provide a quarterly (i.e. every three months) systems check to ensure traffic signal interconnect systems function in accordance with the timing plans.

Investigate and determine causes for any performance issues (i.e. faulty pedestrian bush buttons, faulty vehicle detection, faulty communication, etc.) and recommend appropriate repairs necessary for system operation in accordance with the timing plan.

Certification of Proposal to the City of Bell

- See Attached signed certification

COST PROPOSAL

- See Attached Cost Proposal uploaded separately

ATTACHMENTS

- Cost Proposal
- Technician Resume
- Technician IMSA Certifications

FINANCIAL STATEMENT

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. Crosstown has a 3 year average of over 50 million dollars in revenue.

OUR PLEDGE TO THE CITY OF BELL

We view this contract as a partnership and pledge to uphold:

- Professionalism, accountability, and integrity
- Open communication and consistent reporting
- High-quality work on every call
- A strong commitment to public safety and service excellence



TRAFFIC SIGNAL TECHNICIAN – IMSA LEVEL III CERTIFIED

Experienced Traffic Signal Electrician and U.S. Air Force veteran with proven expertise in troubleshooting, programming, and maintaining a wide range of traffic signal systems and components. Skilled in NEMA and 332 cabinet systems, advanced detection, and pedestrian technologies. Dedicated to ensuring safety, minimizing signal downtime, and training the next generation of techs.

CERTIFICATIONS

- **IMSA Traffic Signal Technician Level I**
- **IMSA Traffic Signal Technician Level II**
- **IMSA Traffic Signal Technician Level III**
- **IMSA Work Zone Safety Certified**

TECHNICAL EXPERTISE

- **NEMA TS1 & TS2 Cabinets and Controllers**
- **332 Type Cabinets**
- **Iteris & Econolite Video Detection Systems**
- **Polara Accessible Pedestrian Systems (APS)**
- Signal Installation, Diagnostics, and Preventative Maintenance
- Troubleshooting, Programming, and Emergency Repairs
- Coordination with Public Works, Utilities & Contractors
- Cabinet Assembly, Wiring, and Signal Turn-On Support

PROFESSIONAL EXPERIENCE

Traffic Signal Technician

Crosstown Electrical & Data, Inc. – Irwindale, CA | September 2017 – Present

- Troubleshoot, install, and program NEMA TS1, TS2, and 332 traffic signal cabinets and controllers.
- Maintain and repair complex signalized intersections using video detection and pedestrian technologies.
- Specialize in Econolite and Iteris camera systems and Polara APS programming.
- Respond to emergency signal failures and provide on-call coverage for municipal clients.

- Train and mentor new hires on equipment operation, signal safety, and troubleshooting protocols.
- Communicate with public agencies to coordinate repairs, upgrades, and power interruptions.

Electrical & Environmental Systems Technician

United States Air Force | June 2010 – December 2016

- Diagnosed and repaired electrical and environmental systems aboard multiple aircraft platforms.
 - Maintained mission readiness under strict timelines and coordinated work across flightline teams.
 - Followed technical orders with precision to ensure airworthiness and safety.
-

EDUCATION

California State University, Fullerton

Bachelor of Science, Cell and Developmental Biology (Expected May 2024)

- Minor: Chemistry | GPA: 3.8
- Participant in Bridges to Stem Cell Research Program

Citrus College

Associate of Science, Biology | June 2021

- GPA: 3.6
-

KEY STRENGTHS

- Field Diagnostics & Emergency Repairs
- Cabinet Wiring & Signal Turn-On Procedures
- Equipment Installation & Troubleshooting
- Leadership, Training & Mentorship
- Discipline, Teamwork & Technical Accuracy (USAF Background)

TRAFFIC SIGNAL OPERATIONS MANAGER

Over 35 years of progressive experience in traffic signal construction, maintenance, and field leadership.

A highly skilled expert in traffic signal systems with a proven track record managing multi-jurisdictional municipal contracts, leading field teams, and delivering safe, compliant, and on-time projects. Known for hands-on leadership, operational discipline, and deep knowledge of public agency requirements.

CORE COMPETENCIES

- Traffic Signal Maintenance & Field Supervision
 - Traffic Signal Construction & Installation
 - IMSA-Certified Technician & Inspector
 - Preventative Maintenance Programs
 - Public Agency & City Liaison
 - OSHA & MUTCD Compliance
 - Subcontractor & Crew Management
 - Safety Leadership & Jobsite Coordination
-

CERTIFICATIONS

- **IMSA Traffic Signal Technician Level I**
 - **IMSA Traffic Signal Technician Level II**
 - **IMSA Traffic Signal Inspector**
 - **IMSA Work Zone Safety**
 - **OSHA 30-Hour Construction Safety & Health**
 - **OSHA 10-Hour Construction Safety & Health**
 - **CPR & AED Certified**
-

PROFESSIONAL EXPERIENCE

Senior Operations Manager

Crosstown Electrical & Data, Inc. – Irwindale, CA | 2020–Present

- Oversee daily operations and staffing for traffic signal maintenance and emergency services across multiple Southern California cities.
- Manage city relationships, ensure system compliance, and support construction teams on signal and lighting projects.
- Lead division growth through operational excellence, safety oversight, and efficient project execution.
- Coordinate procurement, scheduling, field response, and technician training.

President / Director of Operations

Computer Service Company – Azusa, CA | 2012–2020

- Led company operations supporting over 25 municipal contracts for traffic signal maintenance.
- Directed technical field staff, managed emergency calls, and ensured safe and timely resolution of service requests.
- Built long-standing city relationships and negotiated vendor pricing to reduce operational costs.

Traffic Signal Division – Multiple Advancing Roles

Steiny & Company, Inc. – Baldwin Park, CA | Various Periods (Pre-2007 & 2009–2012)

- **Traffic Signal Technician → Journeyman → Foreman → General Foreman → Project Manager**
- Directed large-scale signal construction jobs, managed field crews, and ensured all work met safety and code requirements.
- Oversaw project logistics, subcontractor coordination, and material procurement.
- As Project Manager, supported construction leadership with scheduling, submittals, RFIs, equipment rentals, and delivery tracking.
- Provided cross-county dispatch and jobsite support across Los Angeles, Orange, and San Bernardino regions.

Project Superintendent

eReality Companies Hawaii, Inc. – Honolulu, HI | 2007–2009

- Supervised renovation and construction operations for hotel and resort upgrades.
- Ensured compliance with project timelines, building codes, and safety requirements.

Foreman / Technician Roles

Smith Electric (Stanton, CA), CSC, Paul Gardner Corp, E&S Electric

- Conducted signal installation, diagnostics, retrofits, and service for city agencies and contractors.
- Promoted to supervisory roles due to leadership and troubleshooting expertise.

EDUCATION

Bachelor of Arts Degree, Computer Science, California State San Bernardino

CERTIFICATIONS

- IMSA Traffic Signal Field Technician Certifications, Levels I, II, and III
- IMSA Work Zone Temporary Traffic Control Technician Certification

WORK HISTORY

Crosstown Electrical & Data, Inc. / CSC – Traffic Signal Technician 2019 – Current

- Provide Technical Support for Traffic Signal and communication systems
- Perform controller programming
- Perform conflict monitor testing and programming of conflict monitor keys
- Perform general monthly traffic signal maintenance for various cities
- Verify detection systems and coordinate loops
- Aim signals and head and change our bulbs as needed
- Perform replacement of poles/cabinets that are knocked down
- Iteris, Econolite & GridSmart Video Detection, Installation, Programming & Troubleshooting
- CMU & MMU Testing & Installation
- Streetlight & ISNS Maintenance & Repair
- McCain & Econolite Controller Installation & Programing
- Polara PPB Installation, Programming & Troubleshooting
- Controller Cabinet Installation and Replacement
- Traffic Signal Turn-On Support for various contractors and agencies
-

Steiny, Inc. – Signal Construction 2017-2019

- Performed labor on the Signal installation crew

GSI and Crane Development – General Construction Labor 2005-2017

- Perform general construction labor on roadways

RECENT REFERENCE PROJECTS:

- City of Laguna Hills Traffic Signal Maintenance
- City of Maywood Traffic Signal Maintenance
- City of Los Alamitos Traffic Signal Maintenance
- City of West Hollywood Pedestrian Flashing Beacon Maintenance
- City of West Hollywood City-Wide Street Light Maintenance & Repair
- City of Azusa Flashing Crosswalk & Radar Speed Sign Installation, Maintenance & Repair
- Technical Support for the OC 405 Project to include controller programming and Gridsmart camera installation and programming.



Haresh B. Vaidya

is hereby certified as a

Traffic Signal Senior Field Tech Level III

by completing all requirements and examination for certification

on 11/10/2022

Valid thru 11/10/2025

Certification #CE_101332


Toby Cummings, CAE - Executive Director



Jerry A. Davis

is hereby certified as a

IMSA Traffic Signal Inspector

by completing all requirements and examination for certification
on 11/1/2023

Valid thru 11/1/2026
Certification #SI_107786

A handwritten signature in blue ink, appearing to read "Toby Cummings".

Toby Cummings - Executive Director



Congratulations on obtaining your IMSA Certification. Below is your card, and you can print your current certification card or certificate any time by logging into your IMSA profile at www.IMSAsafety.org (click Sign In at the top of the page).

All IMSA certifications are valid for a three-year period from date of issue. The expiration date can be found on the certificate and certification card. Renewal requirements must be completed prior to the expiration date of each certification.

For detailed information on Renewal Requirements visit: www.IMSAsafety.org/certrenew

Renewal Requirements:

Complete a personal log of your continuing education by documenting training and/or certification(s) received. Documentation can be recorded online in your IMSA profile OR by downloading the Renewal Packet found on the Renewal Requirements page. Certificates of completion, transcripts and any other relevant documentation can be uploaded on the IMSA website.

Options for Renewal:

- Continuing Education
- Attending Certification Course
- Achieving the Next Level Certification

Documentation

It is the certification holder's responsibility to submit proof of continuing education. Continuing Education Credits (CECs) can be submitted for approval online in your IMSA profile.

Renewal After Expiration

The certification is no longer valid after the expiration date. However, you may reinstate your certification within one year of the expiration date by documenting 16 CEC hours for most certifications. If the certification is not reinstated within one year, you must renew through the normal certification process by taking the current certification exam at the highest level previously attained and paying the regular certification exam fee. Only the regular certification exam fees will be due, and retake of prerequisites will not be required. IMSA will not recognize any IMSA certificate(s) without an expiration date.



597 Haverty Court, Suite 100
Rockledge, FL 32955
321-392-0500 www.IMSAsafety.org

Name: Shea E. Grotke
IMIS ID: 130097
Section: Far Western
Signature:

Certification and Expire Date

IMSA Traffic Signal Senior Field Technician III - Renewal -
6/24/2028

Conforms to PennDOT Pub 408 Section 901.3(y)

Lawsuits – Past 5 years:

Lawsuit: Claudia Sanz V. City of Lancaster

Case #: MC027986

Court Location: Lancaster

Case Description: Injury while walking on sidewalk

Status: Settled

Dismissed 8-19-2019

DiDonato Law Center (661) 255-7500

Lawsuit: Raquel Villaloboz

Case #: BC 18STCV06632

Court Location: County of Los Angeles

Case Description: Discrimination Claim

Status: Settled

Dismissed 8-26-2024

Raquel Villaloboz case: The Rutten Law Firm (818) 308-6915

Lawsuit: Lawson vs. State of California

Case #: BC 650480

Court Location: County of Los Angeles

Case Description: Motorcycle Accident where motorcycle driver was killed on a connector road. Crosstown was pulled into the lawsuit due to a contract for street lighting that covered multiple areas across Los Angeles.

Crosstown did not perform work in the area of the accident and the Lawsuit is expected to be dismissed.

Status: Settled

Dismissed 8-11-2022

Lawson Case: John Carpenter (310) 272-1230

Lawsuit: Daniel Arango

Case #: 23TRCV01297

Court Location: Torrance Courthouse

Case Description: Vehicle Accident

Status: Settled

Dismissed 4-23-2025

Arango Case: Timothy Mitchell (310) 623-9032

Lawsuit: Department of Transportation (Related to Lawson Case)

Case #: 19MCV00687

Court Location: County of Los Angeles

Case Description: Breach of Contract (Related to above 'Lawson' lawsuit) – Crosstown's

Insurance company has investigated thoroughly and does not believe Crosstown has any liability in the Lawson lawsuit and initially refused to indemnify Caltrans. The State of California is alleging breach of contract due to the Insurance company refusing to indemnify Caltrans. The insurance company does not believe there is any liability due to the fact that Crosstown did not perform any work in the vicinity of the connector. Lawsuit is expected to be dismissed.

Status: Dismissed 6-6-2022

Department of Transportation: Jeanne E. Scherer (213)687-6000

Lawsuit: Ann Quimpo and Maria Miranda

Case #: 23TRCV01501

Court Location : Torrance Courthouse

Case Description: Crosstown Vehicle was unattended and rolled into another vehicle.

Status: Dismissed 1-10-2024

Quimpo & Miranda Case: Century Law (855) 554-8785

Lawsuit: Lynn Bixen

Case #: CVPS2303939

Court Location: Superior Court of California, County of Riverside

Case Description: Bicyclist rode into a road closure and wrecked her bike and was injured

Status: Settled

Dismissed 12-3-2024

Bixen Case: Walter Clark Legal Group (760) 862-9254

Lawsuit: Eric Vasquez

Case #: 23STCV17811

Court Location: Los Angeles California

Case Description: Employee is claiming harassment and retaliation.

Status: Settled

Dismissed 5-13-2024

Vasquez Case: Scott Cummings & Lee Frank
(310)-295-2180



CITY of BELL

CITY OF BELL
6330 Pine Ave.
Bell, CA 90201

REQUEST FOR PROPOSALS

MUST BE SUBMITTED BY:

October 29, 2025 at 2:00 P.M.

Date/Time

PW25-006

RFP Number

COVER PAGE

The City of Bell, hereinafter referred to as "City" is seeking proposals from qualified firms, hereinafter referred to as "Contractors" to establish a contract for:

Citywide Traffic Signal Maintenance & Repair Services

Work provided shall be in accordance with the Scope of Services requirements attached hereto and incorporated herein by this reference as Section I (D).

All proposals must be submitted online via OpenGov at:

<https://procurement.opengov.com/portal/cityofbell>

City will reject proposals submitted other than through OpenGov.

Electronic Proposals are due on or before the date and time specified above.

Contractors are not to contact any City personnel with any questions or clarifications concerning this RFP. All official communication concerning this RFP will be through OpenGov – RFP# PW25-006. Any City response relevant to this RFP other than through OpenGov is unauthorized and will be considered invalid.

PROPOSALS WILL BE VALID FOR 120 DAYS AFTER CLOSING DATE

I have read and understand and agree to the terms and conditions herewith, and I am submitting a Proposal in response to this solicitation.

Date: _____ Company Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

****If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or Vice President. The second signature must be either the Secretary, an Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.***

RETURN THIS COVER PAGE WITH YOUR PROPOSAL

LATE PROPOSALS WILL NOT BE ACCEPTED

CITY OF BELL
REQUEST FOR PROPOSALS
CITYWIDE TRAFFIC SIGNAL MAINTENANCE & REPAIR SERVICES

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGES</u>
PROPOSAL DOCUMENTS (All Documents must be submitted by proposal bid date)	
COVER PAGE	C
SECTION I: INTRODUCTION AND INSTRUCTIONS TO CONTRACTORS	P-1
SECTION II: MINIMUM QUALIFICATIONS AND PROPOSAL REQUIREMENTS	P-17
SECTION III: SELECTION PROCESS.....	P-23
SECTION IV: REQUIRED POST RFP DOCUMENTS.....	P-27
CONTRACT SERVICES AGREEMENT DOCUMENTS	
CONTRACT SERVICES AGREEMENT	CA-1
EXHIBIT "A" SCOPE OF SERVICES	A-1
EXHIBIT "B" SPECIAL REQUIREMENTS	B-1
EXHIBIT "C" SCHEDULE OF COMPENSATION.....	C-1
EXHIBIT "D" SCHEDULE OF PERFORMANCE.....	D-1
EXHIBIT "E" MAP AND LIST OF CITY OF BELL TRAFFIC SIGNALS	E-1
NOTICE OF AWARD.....	N-1
NOTICE TO PROCEED	N-2

SECTION I: INTRODUCTION AND INSTRUCTIONS TO CONTRACTORS

A) OVERVIEW

The City of Bell (City) is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal maintenance and repair services which would include emergency traffic signal repair and non-emergency routine inspections.

The City operates and maintains 31 traffic signals and a mix of 170 and 2070 traffic signal controllers. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective, and quality professional services to the City.

The selected contractor will be required to have qualified traffic signal technicians that have demonstrated experience in traffic signal interconnect systems and pre-emption and priority control systems. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all our operational systems.

The selected contractor must possess a valid, current and in good standing Class C-10 Contractor's License issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submittal.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism and other factors that may result in the need for traffic signal maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventative maintenance during regular working hours (7:00 a.m. to 3:30 p.m., Mondays through Fridays) and to respond to unscheduled/emergency work outside of regular working hours.

The selected contractor will provide services per a three (3) year agreement with the City. The City may, in its sole discretion, extend the Term for two (2) additional one-year terms

The successful Contractor shall provide the services requested in accordance within the Scope of Services within this RFP, which also includes all exhibits, attachments, and appendices. str.

B) PROPOSED SCHEDULE

RFP Issuance Date	Wednesday, October 8, 2025
Questions Due	Monday, October 20, 2025, at 2:00PM
Electronic Proposals Due Date	Wednesday, October 29, 2025, at 2:00PM
City Council Contract Award Date	Wednesday, November 12, 2025

C) GENERAL REQUIREMENTS

1. Contractors shall have at least five (5) years of consecutive experience providing traffic signal maintenance and repair services to cities.
2. The proposed term of the contract under this RFP shall be for three (3) years. The City may, in its sole discretion, extend the Term for two (2) additional one-year

terms.

3. Contractor shall comply with the insurance requirements set forth in the Contract Services Agreement.
4. In accordance with Labor Code Section 1770 et seq., the services to be provided by the successful proposer is a "public work" and thus required to pay and comply with the prevailing wage requirements of the California Labor Code. <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
5. The selected Contractor shall have previous traffic signal maintenance and repair experience that shows the Contractor can provide professional, first-class workmanship. This Contractor should have detailed knowledge of signal components (controllers, detectors, conflict monitors), electrical systems (120V/240V, wiring), and safety standards (OSHA, MUTCD). They should troubleshoot malfunctions, program controllers (170, 2070, ATC), and follow Caltrans procedures. Knowledge of signal timing, emergency response, and IMSA certifications (Level II or higher) is required. Coordination with agencies and compliance with documentation requirements is essential.
6. The City will select a Contractor based on a combination of factors, including qualifications, past performance for public agencies, responsiveness and completeness of the proposal, and reference checks.
In addition, the following factors will be considered:
 - i) Completeness of the proposal and ability of the Contractor to comply with the mandatory requirements proposed under this RFP.
 - ii) Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
 - iii) Experience in providing similar services
 - iv) Recommendations from prior clients and record of performance on previous contracts or services.
 - v) Ability to communicate effectively with diverse population, particularly English and Spanish language speakers; and
 - vi) Cost reasonableness
7. OTHER MINIMUM GENERAL REQUIREMENTS
 - i) The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
 - ii) Proposals are to be submitted online via OpenGov on or before the proposed Due date and time specified in this RFP.
 - iii) The proposing Contractor shall submit the following information with their package, including the same information on subcontractors.

D) SCOPE OF SERVICES

Contractors should present their concept for providing citywide traffic signal maintenance and repair services program as described in the scope of services. Include the range of tasks and services provided by your company. Proposers are encouraged to recommend supplementary alternatives or tasks that may reduce the costs to the City and/or enhance the overall quality of the work product. The selected firm will be required to provide the City with certified personnel, vehicles, equipment, and materials as necessary to maintain the City's traffic signals and related equipment. The selected firm must have the resources and abilities to install various traffic signal poles, controller cabinets and other associated equipment.

The Contractor shall provide all labor, equipment, materials, tools, and supervision necessary to maintain and repair the City's traffic signals. All services must comply with the California MUTCD, Caltrans Standard Specifications, Caltrans Standard Plans, and all applicable federal, state, and local requirements.

The selected contractor will be required to have qualified traffic technicians that have demonstrated experience in traffic signal interconnect systems, and pre-emption and have priority control systems. The contractor's assigned personnel should also have the ability to troubleshoot and diagnose problems with all our operation systems. The scope of services may include, but will not be limited to the following:

Technical Services and Maintenance Personnel

The selected contractor will be required to perform routine traffic signal maintenance services at an established flat rate fee per intersection, with additional non-routine maintenance services compensated at rates established pursuant to an agreed fee schedule set forth in Exhibit C.

The selected contractor will be required to provide regular field preventive maintenance, installation and repair of existing controller assemblies and cabinets by qualified personnel that meet or exceed the following qualifications:

- Perform cabinet modifications and upgrades as required
- Familiarity with programming and repair of all traffic signal controllers
- Proficient in programming conflict monitors (CMU) and malfunction management units (MMU)
- Familiarity with basic traffic signal timing principles
- Proficient with all types of detection systems; video, loops and wireless
- Familiarity with hardwired and wireless communications technology including troubleshooting, installations and adjustment of external and internal modems
- Familiarity with various battery backup systems to include installation, programming, testing procedures and maintenance
- Ability to perform cabinet modifications and upgrade as required by the City of Bell and Technician(s) shall be available by phone 24-hours a day/ seven days a week.

The contractor will be required to assign adequate traffic signal technicians to the City as may be necessary to provide routine preventive maintenance for each traffic signal (once every month).

The selected contractor will be required to provide a 24-hour a day seven day a week service for knock-downs and emergencies.

The selected contractor will be required to have a complete traffic signal laboratory located in Southern California or will be required to include the use of a certified traffic signal laboratory as part of its services (the name and location of the laboratory shall be listed in the contractor's proposal). The selected contractor will also be required to maintain a stock of common replacement parts. The equipment may include but is not limited to: Model 170E or 2070 traffic signal controllers, 332 controller cabinets, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals and pedestrian activation buttons.

The selected contractor may offer alternatives to existing equipment to meet the changing demand as it occurs when directed by the City.

The selected contractor will be required to perform installations of knockdown replacement signal equipment including traffic signal poles, and to install traffic signal controller assemblies, cabinets, electric services, and to install inductive loop detectors. The selected contractor will be required to assist the City with the calibrating of traffic signal timing and progression; timing of traffic signals shall only be changed under the approved general direction of the City.

Preventative Maintenance

The selected contractor will be required to provide preventive maintenance for the traffic signal equipment and will be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The selected contractor will be required to provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the last three (3) maintenance checklists in the traffic signal controller cabinet, and to maintain electronic copies of the maintenance checklists at the contractor's office of records.

Routine Maintenance (Once every Month)

1. Develop and Maintain a Preventive Maintenance (PM) checklist Form: Maintain a copy of the three most recent Preventive Maintenance (PM) Checklists at each traffic signal. The PM Checklist Form will list the date/time and be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
2. Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
3. Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and to report the need to reseal the cabinet foundation as necessary.
4. Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures of evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
5. Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.
6. Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
7. Cabinet Fan: Verify that cabinet fans(s) operate properly with a minimum of noise.
8. Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.

9. Interior Light: Verify the proper operation of the cabinet's interior light.
10. Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
11. Hinges and Locks: Check the free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
12. Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
13. Ensure detectors are detecting.
14. Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.
15. Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
16. Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
17. Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
18. Ground Fault Receptacle: Verify the proper operation of the "Test" and "Reset" buttons on GFCI type outlets.
19. Intersection Records: Ensure that all intersection cabinet wiring diagrams are present and up to date.
20. Verify pedestrian push buttons operate.
21. Controller Operation: Manually place vehicle and pedestrian calls on each phase 4 through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after daylight savings time change).
22. Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
23. Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
24. Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
25. Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
26. Verify operation of signal indications.
27. Pre-Emption Devices: Test any pre-emption devices for proper operation.
28. System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
29. Battery Back-Up System: Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.
30. Check all battery connections to ensure they are clean and secure.
31. Safety Lighting (Night Check): Institute a routine nighttime check of safety lights and illuminated street name signs at all signalized intersections every other month and

submit a report and an estimate for any repairs necessary to the City for approval.

Routine Maintenance: Intersection Walk-Around (Once every 2 Months)

1. General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
2. Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors and doors are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet). Labor and material costs to replace malfunctioning displays with Caltrans approved LED units will be paid in addition to the established flat rate fee per intersection.
3. Pedestrian Equipment: Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary.
4. Internally illuminated street name signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing.
5. Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.

Semi-Annual Maintenance

1. Uninterrupted Power Supply (Back-up) System
 - Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 - Perform 15-minute test
 - Verify bypass switch is operating properly
 - Verify unit is set for 50% fully operation and 50% red flash
 - Inspect and test battery charging system.
2. Video Detection System (where applicable): Ensure proper operation, clean video detection camera lens as needed.
3. Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.
4. Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
5. Air Filter: Clean or replace the air filter element in all controller cabinets so equipped at least once each six (6) months and shall note in the monthly report any filter replacement. Wash or replace all air filter elements in all cabinets, so equipped, within three (3) months after the execution of this contract and note in the monthly report the date the filter elements are cleaned or replaced. Replace the Air Filters at least once each (6) Months or unless otherwise approved by the Engineer.
6. Check: All pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
7. Verify timing charts to controllers. If they are not correct contact City staff to verify differences.
8. Report significant areas of rust on cabinet exterior and signal poles to City staff.
9. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged

locks shall be replaced and/or repaired.

Electrical Services

Provide a California Certified General Electrician on staff or on-call for electrical work. Work includes wiring, circuits, service cabinets, grounding, and NEC-compliant repairs.

Traffic Control and Safety

Provide and maintain traffic control per California MUTCD, Part 6.

Ensure all staff are trained and certified in IMSA Work Zone Temporary Traffic Control.

Provide PPE, cones, arrow boards, and other safety equipment at no additional cost to the City.

Staffing Requirements

1. Project Manager – IMSA certification desirable.
2. Supervisor/Lead Technician – IMSA Traffic Signal Technician Level II or higher.
3. Traffic Signal Technicians – IMSA Level II, CPR/First Aid, bucket truck certified.
4. Licensed Electrician – California Certified General Electrician.
5. Inspector– IMSA Traffic Signal Inspector Certification preferred.

Equipment Requirements

Contractor shall supply and maintain, at no cost, to the City:

1. ANSI-compliant bucket/boom truck.
2. Signal and conflict monitor testing equipment.
3. Portable generator for emergency use
4. Traffic control equipment (cones, arrow boards, signage)

Emergency Telephone Number and Call Center

Contractor shall furnish an emergency telephone number to receive customer comments and requests regarding the services contained in this Request for Proposal.

1. The emergency telephone number and call center shall serve as the hotline for unscheduled maintenance and personnel should be available 24-hours a day, 7 days a week.
2. The call center shall maintain records of all phone calls that detail what was reported, where it was reported, and the date & time of calls received.
3. Compensation for the emergency telephone number and call center shall be included in the flat rate cost of maintaining each intersection.

Records

The selected contractor shall develop and maintain preventative maintenance checklists, inventory lists and provide updates for all as-built plans of the City intersections. These records shall be used in developing proposed upgrades.

1. Intersection Records:
 - a. Inventory List: Maintain an inventory list of the equipment in the controller cabinet at each location. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall continually be updated and a copy shall be furnished to the City every six months.
 - b. Preventative Maintenance (PM) Checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be

completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

- c. A copy of the three most recent PM Checklists shall be provided in each controller cabinet detailing the date and time the cabinet was checked.
 - d. Provide and maintain an 11x17 copy of the As-built Traffic Signal Plan in the traffic cabinet.
- 2. Emergency Telephone Call Center Records: A digital record of emergency call center records shall be available for review.
 - 3. Pending Repair List: Provide a monthly report of all pending repair work needed at each intersection.
 - 4. Environmental Compliance Records: Maintain adequate records to demonstrate compliance with Best Management Practices and established environmental standards.
 - 5. As-built Plans Updates – Provide updates on as-built plans and communicate them to the designated city representative.

Reports

The contractor shall maintain books, documents, papers, employee time sheets, accounting records and other evidence pertaining to the costs while performing under this agreement and for three (3) years from the date of final payments for inspection by the City and copies of thereof shall be promptly furnished to the City upon request.

The City reserves the right to audit all of the contractor's records related to the work performed under the agreement.

- 1. Monthly Activity Report: Provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (USB Flash Drive) and shall include the following:
 - a. Time the service calls and emergency calls were received, time arrived at the intersection, the response time, the number of hours spent on each repair, materials used, and a special listing of intersections with three or more calls in one month.
 - b. A complete record of all work that was performed on the traffic signal equipment during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
 - c. Time and date the PM work was performed.
- 1. Incident Reports: The successful contractor shall be required to complete Incident Reports arising out of any unusual occurrences during performance of this contract. Such reports must be submitted to City of Bell for review within forty-eight (48) hours and shall be submitted after incidents such as complaints, requests, damaged personal and/or public property, or environmentally sensitive discharges and observations within the public right of way.
- 2. Accident Reports: Any vehicle accidents or personal injury occurring during or as a result of this contract shall be reported to City of Bell by telephone immediately during normal business hours or not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a

police report must be immediately obtained from law enforcement agency that responded to accident. The contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

3. Activities Reports: The Contractor shall furnish a report with each month's billing giving the amount and type of work completed, the location of the work completed, and any and all materials and equipment utilized in the completion of the work. The contractor will also provide any additional reports requested by the City.
4. Criticism and Initiative: The Contractor shall work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Contractor shall also make recommendations to the City for maintenance work that may be required as part of maintenance and operations of the public infrastructure.
5. Complaints: The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. Complaints and their resolution shall be reported to the City of Bell within 10 days of their receipt.

Traffic Signal Interconnect Systems

Provide a quarterly (i.e. every three months) systems check to ensure traffic signal interconnect systems function in accordance with the timing plans. Investigate and determine causes for any performance issues (i.e. faulty pedestrian push buttons, faulty vehicle detection, faulty communication, etc.) and recommend appropriate repairs necessary for system operation in accordance with the timing plan.

Compensation for all traffic signal interconnect systems maintenance work as identified above will be considered as included in the established flat rate fee paid per intersection for routine Preventative Maintenance work, in accordance with the cost schedule set forth in Exhibit C, included in this request, and completed and returned by the selected contractor in its proposal. No additional or separate payment will be made for monitoring the function and operations of traffic signal interconnect systems. Compensation for any necessary repairs and/or improvements of the traffic signal interconnect systems will be paid as Extra Work.

Underground Service Alert (Dig Alert) Monitoring & Marking

The selected contractor will be required to adequately mark all traffic signal conduit and equipment on behalf of the City in accordance with California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City and will furnish applicable notifications to a representative of the selected contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The selected contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an intersection record log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The selected contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law. Compensation for providing USA - Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the cost schedule set forth in Exhibit "C", included in this Solicitation and completed and returned by the selected contractor in its Proposal. No additional or separate payment will be made for daily travel time from the selected contractor's base of operations to the City.

Unscheduled Maintenance of Traffic Signal Control Equipment

Unscheduled/emergency work includes, but is not limited to the following:

1. Emergency response to Knock Downs within (2) hours of being reported through the emergency call center or by the city. Knock down response shall include all efforts to clear the intersection and restore public safety.
2. Emergency response within two (2) hours after City's notice of the following events:
 - Any signal controller malfunction;
 - Burned out red, yellow, green ball or arrow display;
 - Other situations that is potentially hazardous to public safety

The replacement of burned-out lamps need not be on an after-hours "emergency" basis provided that there is one (1) such signal indication still operative for each direction of travel and the minimum safety standards are met. Such replacements will be completed within twenty-four

(24) hours. Notify the City within twenty-four (24) hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

3. Repair of knock downed signal heads, poles, damaged controller and cabinet, damaged internally illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
4. Assisting the City in special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.
5. Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.
 - a. The contractor shall provide materials for permanent repairs, used in the repair or replacement of City equipment. The City shall reimburse the selected contractor for materials used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
 - b. No permanent change of control mechanisms shall be made without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.
 - c. Contractor shall notify the City in advance of any traffic signal de- activations that may be required to provide the required services. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
 - d. The selected contractor shall cover the cost for replacing any parts to the controller mechanisms under the provisions of the preventive maintenance program. When entire controller mechanisms become obsolete or are deteriorated beyond repair, the selected contractor shall report such conditions to the City and provide satisfactory evidence that a replacement is necessary. Prepare estimates showing the cost breakdown of material and labor for replacement of such controller

mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City, shall be paid for as extra work.

Compensation for unscheduled maintenance work identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with Exhibit "C", included in this RFP and completed and returned by the selected contractor in its proposal. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum.

Extra Work

Includes, but is not limited to the following:

1. Non-maintenance work that involves significant upgrades and/or replacement of components to improve the operation of traffic signals. "Extra Work" requires a proposal and city approval prior to commencing.
2. Traffic Signal and Pedestrian Signal Indications: Replace or repair standard traffic signals (red, yellow and green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.
3. Replacement of controllers, cameras, and battery backup systems will require approval of city prior to replacement. Serial number of units removed will be recorded and the unit delivered to the City Yard.

General maintenance activities that require periodic replacement of minor parts will not require City approval.

Monitoring Emergency Calls

Emergency calls that require replacement of equipment to meet minimum safety standards of the intersection will not require approval from City before such replacements are commenced.

Additional staffing shall be provided where responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

At the time the on-call traffic signal technician is notified of an emergency, he will call the designated City representative. If the designated representative is not available, then an email will be sent to the designated city representative:

Upon completion of emergency work, the designated city representative shall be notified through a phone conversation or email regarding the work that was completed.

Upgrades

The selected contractor will be expected to maintain any additional traffic signals, their records, and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

Upgrades are considered extra work and may include but are not limited to the following:

1. Replacement of existing non-operative equipment that is not required to meet minimum safety standards
2. Enhancing and upgrading equipment as needed and warranted
3. Installation of new controller equipment, signal cabinets, video cameras, signals heads, signal poles battery backup systems, new software, and software updates, and related wiring

When requested by the City the contractor shall provide an extra work proposal to install,

modify or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices.

No upgrade work shall be commenced or undertaken unless authorized by the City as extra work. Said authorization is a condition precedent to receiving any reimbursement for upgrade work. Work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation and any City of Bell special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed upon price.

The City will retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bid.

New Traffic Signals

The selected contractor shall be required to coordinate with the City's designated representative when any new traffic signals are installed by another contractor under contract with the City (City Installed Traffic Signal), or by another contractor under contract with a private party (Developer Installed Traffic Signal). The City shall assume all responsibility for coordinating construction inspection of new traffic signals, whether a City Installed Traffic Signal or a Developer Installed Traffic Signal, up to, but prior to, final acceptance of work and traffic signal activation. When requested by the City, the selected contractor shall coordinate with the City's designated representative when notified that a new traffic signal is to be activated. The selected contractor shall participate in a walk-through of the new traffic signal improvements with the City's designated representative to determine that the new traffic signal improvements will function as designed. When scheduled, the selected contractor shall attend the traffic signal activation and shall participate in confirming that all components of the new traffic signal improvements are operational with the City's designated representative and the installing contractor. The selected contractor will be responsible for assuming maintenance responsibilities for all new traffic signals following activation.

Compensation for reviewing and maintaining new traffic signals as identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the schedules set forth in Exhibit A, Exhibit B, and Exhibit C, included in this RFP and completed and returned by the selected contractor in its proposal.

Warranty Service

During the period of warranty, the selected contractor will be required to coordinate all communication between manufacturer, installing contractor and the City regarding any warranty service; and to notify the City of any undue delays in response by the manufacturer or installing contractor; and may be asked to provide details of each incident. No additional, or separate, compensation shall be paid for warranty service work, which shall be considered as included in the compensation paid for services provided in relation to upgrade work or traffic signal inspection.

Meetings

The assigned traffic signal technician shall be available to meet with the City's designated representative on a bi-weekly basis or as needed at a mutually agreed upon time and place in the City to review and establish schedule and maintenance priorities. The assigned traffic signal maintenance supervisor shall be similarly available to meet with the City's designated representative on a monthly basis. No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

Key Performance Indicators (KPIs)

The Contractor will be evaluated based on the following minimum KPIs:

1. Response Time Compliance
 - 95% of emergency calls within 1 hour.
 - 90% of urgent calls within 4 hours.
 - 90% of routine calls within 24 hours.
2. Preventive Maintenance Compliance: 95% of intersections inspected quarterly.
3. Temporary Signal Restoration: 95% compliance with 2-hour standard.
4. Work Order Completion: 90% of non-emergency repairs completed within 7 days.
5. Reporting Accuracy: 100% compliance with monthly/quarterly reporting.
6. Customer Service: Less than 5% of calls resulting in substantiated complaints.

F) INSTRUCTIONS TO CONTRACTORS AND PROCEDURE FOR SUBMITTAL

1. Submission of Proposal:

Proposals must be submitted online at:

<https://procurement.opengov.com/portal/cityofbell>

City will only accept proposals submitted online via OpenGov on or before the Proposal Due Date specified in this RFP. Refer to Invitation Number "RFP# PW25-006." Interested contractors must be registered on the City's OpenGov portal to participate in this RFP.

All documents specified in Section II – Proposal Requirements shall be scanned and uploaded to OpenGov. Any proposal submitted other than in the manner specified in this RFP will be rejected.

2. Questions and Addenda:

All questions or requests for interpretation regarding this RFP must be submitted online through OpenGov. Proposers are not to contact City personnel with any questions or clarifications concerning this RFP other than through OpenGov. Any City response for this RFP that is not posted through OpenGov is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued on OpenGov. Any interpretation of or correction to this solicitation will be made only by addendum issued through OpenGov. It is the responsibility of each Proposer to ensure that they have received and reviewed all addenda to this RFP. **For technical support with the OpenGov system, contact OpenGov at (650) 336-7167.**

3. Validity of Proposals:

Proposals must be valid for a period of at least 120 calendar days from the closing date and time for receipt of proposals.

4. Proposals are not to be marked as confidential or proprietary. City may refuse to consider any Proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The City shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the City.

5. Contractor RFP Examination:

By submitting a Proposal, Contractor represents that it has thoroughly examined City's requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve City's objectives.

6. Proposal Compliance:

Each Contractor must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.

7. Proposal Rejection:

Any Proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.

8. Pre-Contractual Expenses:

The City shall not, in any event, be liable for any pre-contractual expense incurred by the Contractor in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Contractor but not limited to the following:

- a. Preparing its proposal in response to this RFP
- b. Submitting its proposal to the City
- c. Negotiating with the City on any matter related to the proposal
- d. Any other expenses incurred by the Contractor prior to date of contract award

9. Negotiations:

City reserves the right to: a) negotiate the final Contract with any Contractor(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Contractor responding to this RFP; c) award its total requirements to one Contractor or to apportion those requirements among two or more Contractors; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP. In addition, negotiations may or may not be conducted with Contractor; therefore, the Proposal submitted should contain Contractor's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Contractor.

10. Term:

The term of this contract shall be for a period of three years and may be extended annually, solely based on the discretion of the City, for up to two additional one-year terms.

The City reserves the right to cancel the contract any time upon thirty (30) days prior written notice to the Contractor of its intent to terminate.

11. Protest Procedure:

Only a Contractor who has submitted a proposal in response to this RFP is eligible to submit a protest. The City will not accept or entertain RFP protests from anyone who did not submit a proposal for the project or work being protested.

Contractors may file a protest of an RFP with the Finance Department, City of Bell – 6330 Pine Ave., Bell, CA 90201, up to the end of business day on the fifth business day after the date the Notice of Intent to Award was announced.

At the time of the filing, the protest shall be:

- a. Submitted on the Contractor's formal letterhead and include the Contractor's

company name, address, phone number and the name and title of the individual filing the protest;

- b. List the reasons for the protest including the specific section of the documents or technical specifications being disputed and shall cite any statutes or case law supporting or serving as the basis for the protest and describe how they support the item(s) being disputed.

If the protest does not meet these requirements, the City will reject it without further review. If the protest is submitted on time and complies with all the above requirements, the Director of Finance or his/her designee, shall review the protest and all relevant information submitted by the protestor. The City will provide a written response to the protestor. The City has the right to respond to any protest until the date on which the contract is awarded by the Bell City Council.

The procedure and time limits set forth in this paragraph is mandatory and is the sole and exclusive remedy in the event of an RFP protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.

If the City determines that the protest is frivolous, the party originating the protest may be determined irresponsible and that party may be determined to be ineligible for future contract awards.

12. Local Business Preference:

The City of Bell has adopted a Local Business Preference Ordinance (Ord. 1192 § 1, 2013) in order to promote City businesses. The terms of the ordinance provide the City with the option of reducing bids from qualified local vendors by five percent (5%) or \$15,000 dollars, whichever amount is lower in determining the lowest responsible bid. Contract or Purchase Order will be awarded at the preference bid amount. If your company is located within the City, you may qualify for this preference under the guidelines of the Local Business Preference Ordinance. To comply under the terms of the local Business Preference Ordinance, companies must meet the following criteria: (1) The business has a current City of Bell business tax certificate; and (2) the local sales tax generated by the business is allocated to the City of Bell.

13. California Wage Rate Requirements:

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California (including sections 1771 and 1773.2), Department of Industrial Relations of the State of California lists the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>.

14. Department of Industrial Relations (DIR) Compliance:

This public work is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). In bidding on this work, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

15. Registration with the Department of Industrial Relations:

Pursuant to Labor Code sections 1725.5, 1771.1, and SB 854, Public Works Contractor Registration Program, all contractors and subcontractors who bid or work on Public Works projects must be registered with, and pay an annual fee to, the State Department of Industrial Relations (DIR), subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5), provided that contractors and subcontractors subject to such exceptions shall be registered with the DIR at the time the contract is awarded. No bid will be accepted, except as provided above, nor any contract entered, without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractor, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

***** End of Section I *****

SECTION II: MINIMUM QUALIFICATIONS AND PROPOSAL REQUIREMENTS

To qualify for selection, Contractor must meet the following minimum requirements:

1. Must be able to execute the City's Agreement for Services.
2. Must possess a valid California State Contractor's License to perform the work as specified in the Scope of Services within this RFP (Section I).
3. Must have qualified personnel with current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract.
4. Must have qualified personnel and adequate equipment to perform all services required under the Traffic Signal Maintenance and Repair Agreement.
5. Must have a proven track record of providing traffic signal maintenance and repair services to at least three (3) cities or other government agencies within the past five (5) years.

Each Proposal submitted in response to this Request for Proposal (RFP) shall be submitted as follows:

A) COVER SHEET:

Submit the completed RFP cover sheet.

B) LETTER OF TRANSMITTAL:

A one-page Letter of Transmittal shall be addressed to **Kenneth Jones, Public Works Manager**, and shall, at a minimum, contain the following information:

1. Identification of Contractor who will have contractual responsibility with the City of Bell. Identification shall include legal name of company, address from which the services will be managed, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
2. A summary of the Contractor's Qualifications, including a brief description of its proposed representative(s) and key staff. It shall make a commitment to accept the terms and conditions in the RFP and Contract Services Agreement, including acknowledgment of receipt of all amendments or addenda to the RFP.
3. A statement accepting the RFP and City's Contract Services Agreement without any exceptions. **Any proposal submitted with exceptions will be automatically disqualified.**
4. A statement that the proposal shall remain valid for a period of not less than **120** days from the date of submittal.
5. Signed statement attesting that all information submitted with the proposal is true and correct.

C) TECHNICAL PROPOSAL

1. Qualifications of the Company

This section of the proposal should establish that the Contractor can satisfactorily perform the required work; the requisite previous experience on similar assignments; and the stability and professional standing of the contractor.

This section should include, at a minimum:

a. Company Profile

Provide a summary of Contractor's qualifications and experience to show competence in providing required Services. Include the company's licenses, work history, organizational structure, equipment, yard/office facilities, and number of employees.

b. Litigation and Contract History

i. Provide a brief description of any:

- Conviction or indictment of the contractor or any officer of the contractor within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
- Adjudication or determination by any federal, state, or local agency that the contractor or any officer of the contractor has violated any provision of law relating to equal opportunity or fair employment.
- Termination of a contract for convenience or for cause.
- Contractor shall certify that Contractor has not been disciplined in the last five (5) years as a Contractor by any government body.

c. Performance References

- i. Provide a list of City and or County clients for whom you have provided traffic signal maintenance and repair services, the length of time services have been provided along with contact information including name, phone and email address. (Minimum of four)

2. Qualifications of Personnel

This section should identify the qualifications of the individuals, subcontractors, and/or suppliers that will be providing services to the City.

- a. Provide an organization chart clearly showing all employees who will perform the service.
- b. Identify any subcontractors who will be used. Include licenses and credential information.

3. Means and Methods of Approach

- a. This section should clearly describe the methodology to be used to carry out the specific work tasks described in the Work Plan, including descriptions of the type(s) of equipment to be utilized in the City. Describe the Contractor's understanding of the City and the work to be completed.
- b. Describe the sequential work tasks you plan to carry out in completing this contract. Indicate all key deliverables and their contents.

4. Fee Proposal (Use Form provided As Exhibit "C" – Schedule of Compensation in the Services Agreement, Section IV)

The Fee Proposal form is provided in Exhibit "C" of the Services Agreement, Section IV. Contractor shall define the fee schedule/pricing information for the services. **DO NOT INCLUDE YOUR FEE PROPOSAL WITH YOUR TECHNICAL PROPOSAL.**

This original fee proposal must be submitted and received on OpenGov by the RFP due date and specified time.

Pricing shall remain fixed for the first 3 years of the contract. If the City exercises the option to extend the term of the contract beyond the initial 3-year term, then the contractor may request an adjustment to its fee based on the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles, Long Beach-Anaheim for each additional year the term is extended.

Additional Documents to Submit with Technical Proposal in OpenGov:

Complete and submit the cover page and documents at the end of Section II with Proposal through OpenGov

- a) ADDENDA ACKNOWLEDGEMENT/SIGNATURE
- b) CONFLICT OF INTEREST STATEMENT

c) ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

5. Appendices (limit: 5 pages)

Information considered by Contractor to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. **Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.**

ADDENDA ACKNOWLEDGEMENT/SIGNATURE

This Proposal Response is submitted with respect to the changes to the Request for Proposal included in the following addenda numbers:

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

By signing below, Contractor certifies that the information submitted in response to this Request for Proposal is true and correct. I also understand that failure to submit a completed Proposal response package (fully completed and executed) will result in rejection of Proposal.

Respectfully submitted,

Contractor Signature

Date

Print Name / Title

Legal Name of Company

Business Address (Actual Address – P. O. Box)

Telephone Number

Email Address

CONFLICT OF INTEREST STATEMENT

Provide in this section a statement disclosing any past, ongoing or potential conflicts of interest that your contractor, proposed staff, or any subcontractors may have as a result of performing this work.

If there is no conflict of interest then provide such statement in this section.

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Contractor entered into an Agreement with the City of Bell in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

Contractor Signature

Date

Print Name / Title

Proposing Company Name

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, _____, the _____
(Title)

of _____, certify that the Insurance Requirements set forth in
(Contractor's Company Name)

the Proposed Agreement for **RFP#** _____ - _____ has been

read and understood. I certify that

_____ 's

(Contractor's Company Name)

insurance company(ies) _____ is/are able to provide the
(Name(s) of insurance company(ies))

coverages specified.

Authorized Signature

Date

***** End of Section II *****

III. SELECTION PROCESS

All timely submitted proposals will be reviewed to ensure they meet the minimum qualifications and requirements. Proposals that fail to comply with RFP specifications, lack required content or quality, or include unacceptable exceptions to the Contract Services Agreement may, at the City's discretion, be disqualified from further consideration.

An evaluation committee composed of City of Bell staff will review and assess all qualifying proposals. The City will serve as the sole and final judge of compliance, quality, and overall merit. Selection will not be based on any single factor, including price. Instead, the City reserves the right to award the contract in any manner deemed to be in its best interest, including negotiating with one or more Contractors for the same services.

Proposals will be evaluated based on responsiveness to the City's requirements and the overall value offered, considering both cost and the quality of services proposed. Additional evaluation factors include the Contractor's qualifications, financial stability, and relevant experience. Failure to meet any RFP requirement may result in rejection.

The City will consider the following in selecting a contractor.

Appropriate Licenses or certifications

A) EVALUATION CRITERIA and WEIGHTS

Proposals must be in compliance with the requirements of this RFP. Selection will be based on the quality and value of the proposal, including comprehensiveness and responsiveness to the requirements outlined in this RFP. The proposals will be evaluated and scored based on the following criteria. The highest possible score is 100 points for the written proposal.

1. Qualifications (30 points)

- a. Proposed plan to achieve the Scope of Services described herein and produce the required outcome in a timely manner.
- b. Overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the City of Bell to award a contract to the Contractor who provides satisfactory evidence that the Contractor has the requisite experience and ability to enable the Contractor to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Contractor, City will weigh the evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.
- c. The number of employees, as well as the experience and qualifications of key personnel and subcontractors (if any), including relevant technical expertise and their availability to perform the required services. A clearly outlined staffing plan that demonstrates the adequacy of personnel to provide 24/7 emergency response, identifies the qualifications of the Project Manager, Supervisor/Lead Technician, and support staff, and describes the proposed on-call support and backup personnel. Once a Contractor is selected, no substitution of key staff or subcontractors will be permitted without prior written approval from the City.

- d. Safety and Equipment Operating Procedures Manual - A copy of the Safety and Equipment Operating Procedures Manual shall be submitted with the proposal. Summarize training provided to employees who are responsible for traffic signal maintenance and repair.
- e. Bi-lingual speaking Capacity –
The ability to effectively communicate in English and Spanish is desirable.
- f. Preference for hiring local residents –
Should the selected individual/Contractor require the hire of new employees as a result of a citywide traffic signal maintenance and repair services contract with the City, the selected individual/Contractor agrees to conduct outreach in the City and give preference for qualified applicants residing in the City. The selected individual/Contractor will provide evidence of job recruitment efforts.
- g. The account manager, or contact person, assigned to the City will be a consideration in the selection. Qualifications and prior experience in similar programs and activities must be demonstrated in the proposal. Once selected, the account manager, or contact person, assigned to the project or contract shall not be changed without prior written consent of the City.
- h. An organizational chart shall be submitted with the proposal.
- i. Demonstrated understanding of the scope of services requested as well as capacity of Contractor.
- j. Financial stability of Contractor.

2. Performance (30 points)

- a. Professional experience in performing tasks similar in scope and complexity.
- b. Demonstrated experience providing traffic signal maintenance and repair services for California cities or public agencies of similar size and complexity. Includes references, history of successful contract delivery, and knowledge of Caltrans/CA MUTCD standards.
- c. Contractor is required to have experience within the last five years providing streetlight maintenance and repair services to local governments and our municipalities. At the time of the proposal submittal, the Contractor shall provide, in writing, references from individuals who will be able to confirm this. A list of related projects should be included with the name of the contract person and the telephone number for which the Contractor has recently or is currently providing services as outlined under the Scope of Work.
- d. Equipment – Type and number of available equipment to perform the requested work within the prescribed timeframes.

3. Understanding and approach to perform required Service (20 points)

The Contractor's responsiveness to the RFP including completeness and thoroughness of proposal; all required information must be provided in the format specified. This category will also evaluate:

- a. Clear demonstration of the Contractor's ability to provide services required.
- b. Quality and feasibility of proposed methodology for preventive maintenance, repairs,

emergency response, reporting, and asset management. Includes alignment with City's required Performance Standards and Key Performance Indicators (KPIs).

- c. Demonstrated knowledge of the work required.
- d. Innovative approaches and internal measures to ensure timely and quality completion of work.
- e. Ability to demonstrate its qualifications in a clear and compelling manner and ability to follow all directions included in this RFP.
- f. **Acceptance of Conditions** - This Contractor shall provide a statement offering the Contractor's acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the Contractor's behalf must be stated in the proposal. Unless specifically noted by the Contractor, the City will assume that the proposal is in compliance with all aspects of the RFP.

4. **Competitive pricing as compared to other qualified Contractor's RFP responses (20 points)**

Reasonableness, clarity, and competitiveness of pricing. Evaluation includes hourly rates, emergency response rates, and preventive maintenance costs.

B) EVALUATION PROCEDURE

Each RFP will be reviewed and evaluated by each member of a selection panel established by the City. Each reviewer will use the evaluation criteria set forth in this RFP and score each proposal accordingly. Each reviewer will complete his/her review of proposals independently. The selection panel's evaluations will be combined to determine a numerical ranking of each responsive Contractor. **Proposals obtaining less than 75% of the total available points will be eliminated from further consideration.**

The City may determine that it is necessary to conduct interviews prior to final selection. In the event that interviews are necessary, the Contractors that submit the highest ranked proposal will be invited to the City to make presentations to the members of the selection panel and answer questions. Each member of the selection panel will evaluate the interviews, and the final scores will be established based on criteria and instructions provided prior to the interview taking place.

C) SELECTION

It is the City's intent to select one Contractor to provide services at City of Bell.

The City reserves the right to make final decisions regarding the selected contractors and the number of selected contractors based on the quantity and quality of the proposals received. This right extends to modifying the selection process to eliminate interviews if an insufficient number of qualified contractors/teams submits an RFP.

D) AWARD

Award is based on the most responsive and most responsible Proposal. City shall send a Notice of Intent to Award to all Contractors via OpenGov, to announce the City's intent to award the contract to the top-ranked selected Contractor.

The City of Bell may negotiate contract terms with the selected Contractor prior to award and expressly reserves the right to negotiate with several Contractors simultaneously. However, since the selection and award may be made without discussion with any Contractor, the proposal

submitted should contain Contractor's most favorable terms and conditions.

E) IMPLEMENTATION

1. Meetings

- a. A kick-off meeting will be held after award of contract. Contractor and its team will meet with City of Bell staff to conduct introductions, discuss scope of services, and implementation process.

2. Notice to Proceed

- a. Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and required documents, permits, licenses, have been received and approved by the City.

***** End of Section III *****

SECTION IV: REQUIRED POST RFP DOCUMENTS

Within 10 working days from the date of the Notice of Award, Contractor is required to complete and submit to the City the documents listed below:

1. Contract Services Agreement
2. Certificates of Insurance (with proper endorsements)
3. City of Bell Contractors Business License

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the City of Bell, a California charter city ("City") and _____ ("Consultant"). City and Consultant 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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement 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. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" 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, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 contractors performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant 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 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant'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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods 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 may be caused by City's own negligence.

1.7 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.

1.8 Additional Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Consultant 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 _____

Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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 contract retention; (iii) payment for time and materials based upon the Consultant'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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided

by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(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 foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant'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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant 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 Consultant's responsibility to

assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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. 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than five (5) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Consultant 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. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and 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. Consultant 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 Consultant, its agents, representatives, employees or subconsultants.

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

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation

(except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant 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, contractor or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant in the performance of professional services 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 Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 three (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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant 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.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant 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) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Consultant 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 Consultant'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.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant shall file a statutory 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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 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.

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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its contractor, 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that 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. Consultant 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.

Consultant 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 Consultant 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, Consultant 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 Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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.

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 Consultant 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. Consultant 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. Consultant 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. Consultant 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.

Consultant'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) that 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.

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

CITY:

CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

By:_____

Name: _____

Title:_____

By:_____

Name: _____

Title:_____

Address:_____

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
_____ TITLE(S)		_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/>	GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		_____ DATE OF DOCUMENT
(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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
_____ TITLE(S)		_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/>	GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		_____ DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		_____
_____		_____
_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services:

Scope of Services specified in the Request for Proposals for Citywide Traffic Signal Maintenance and Repair Services and Contractor proposal is dated _____.

II. Contractor must perform all Services in compliance with the following requirements:

- A. Each task shall be indicated by a written request produced by the City with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Contractor must prepare a written description of requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and as schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."
- C. City shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Contractor shall complete the task and deliver all deliverables to the City by Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by providing a monthly report.

IV. All work product 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.

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

- I. **Section 4.6 entitled "Local Preference" is hereby added to read in its entirety as follows:**

4.6 Local Preference

The City is an economically disadvantaged community with high unemployment and the City in awarding of contracts encourages the contractors to undertake their best efforts to hire locally. To that end, Contractor covenants it shall make its best efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the services performed under this Agreement. Best efforts include having a local hiring program approved by the City ("Local Hire Program") which requires regular reporting requirements necessary for evaluating the compliance with the Local Hire Program. In addition, the Contractor shall: (i) advertise in local newspapers regarding job opportunities, (ii) establish a point of contact to provide information about available job opportunities to the community, (iii) conduct outreach efforts to attract local hires, subcontractors and tradesmen, and (iv) coordinate local hire workshops with the City to educate potential local subcontractors and tradesmen about employment opportunities."

- II. **Section 5.4, entitled "Performance Bond" is hereby deleted in its entirety.**

- III. **Section 7.7, entitled "Liquidated Damages" is hereby amended in its entirety to read as follows:**

7.7 Complaints: Liquidated Damages

- (a) Complaints received by the City or through observation by the Contract Officer, regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone or facsimile, and handled by the Contractor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Contractor Officer. Repeat complaints may be handled

by a joint visit to the site by a City Inspector and the Contractor. Complaints received directly by the Contractor shall be submitted in writing to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City within ten (10) days following the end of the month. Repeat complaints of poor service quality of similar nature shall be handled in the manner prescribed below. These penalties are provided to provide an alternative to Agreement termination for minor performance failures by Contractor. Nothing herein shall waive the right of the City to terminate the Agreement for repeated or material violations of the performance standards.

- (b) An initial complaint shall be handled in accordance with the subsection (a) of this Section.
- (c) When the Contract Officer determines that additional violations of a similar nature have occurred within any 180 calendar day period, a written complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Contractor's performance and warning that the next complaint will result in the assessment of liquidated damages in the amount of \$100 per incident, provided that after the fourth incident in any 180 day period the penalty shall go to \$500 per incident.
- (d) When the Contract Officer determines that a third violation similar in nature as the previous violation has occurred within 180 days of the material violation, a written complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Contractor's performance, and of the penalty therefore. The Contractor Officer and/or designee shall meet with the Contractor within five (5) working days and develop a written corrective action plan to prevent further occurrence of the problem. The corrective action plan shall be prepared by the Contractor within ten (10) working days after the meeting between the Contract Officer and/or designee and Contractor. The corrective action plan is subject to the approval of the Contract Officer.
- (e) If repeated violations continue, the City may provide notice of termination in accordance with Article 7.

EXHIBIT "C"

**SCHEDULE OF COMPENSATION
CITYWIDE TRAFFIC SIGNAL MAINTENANCE & REPAIR SERVICES**

Please complete the form below, providing itemized costs for each service category. All costs must include labor, materials, equipment, administration, and any associated overhead.

Base Annual Services

Service Category	Estimated Frequency	Unit Cost (\$)	Annual Total (\$)
1. Emergency Telephone Number and Call Center	Monthly	\$_____	\$_____
2. Routine Maintenance (Per Intersection)	Monthly	\$_____	\$_____
3. Routine Maintenance Intersection Walk-Around	Six (6) times per year (every 2 months)	\$_____	\$_____
4. Semi-Annual Maintenance	Two (2) times per year (every 6 months)	\$_____	\$_____
5. Traffic Signal Interconnect Systems Check	Quarterly (every 3 months)	\$_____	\$_____
6. Underground Service Alert (Dig Alert) Monitoring & Marking	Monthly	\$_____	\$_____
7. Required Reporting	Monthly	\$_____	\$_____
8. Records (Develop and Maintain)	Annual Lump Sum	\$_____	\$_____
TOTAL BASE ANNUAL COST			\$_____

Extra Works: Labor and Equipment Cost

Service Category	Estimated Frequency	Unit Cost (\$)
1. Project Manager	Hourly	\$_____
2. Supervisor/Lead Technician	Hourly	\$_____
3. Traffic Signal Technician	Hourly	\$_____
4. Licensed Electrician	Hourly	\$_____
5. Inspector	Hourly	\$_____

6. ANSI-compliant bucket/boom truck	Hourly	\$_____
7. Signal and conflict monitor testing equipment	Hourly	\$_____
8. Portable generator	Hourly	\$_____
9. Traffic control equipment (cones, arrow boards, signage)	Hourly	\$_____

Bidder Information

Company Name: _____

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Authorized Signature: _____

Date: _____





EXHIBIT "D"

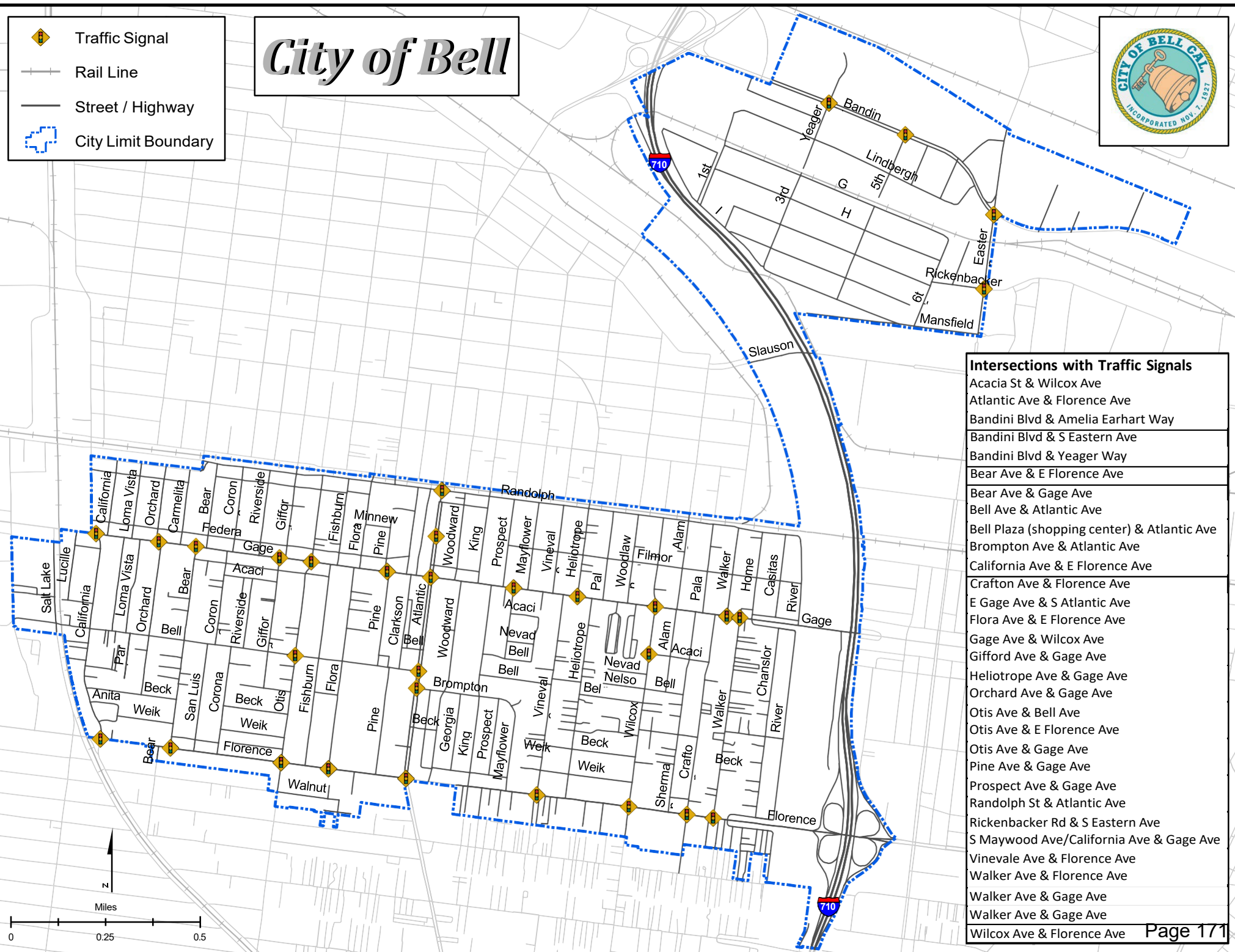
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services in accordance with the procedures set forth in RFP scope of services.
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for three (3) years from the date hereof (the "Term"). The City Council may, in its sole absolute discretion, extend the Term by two (2) one-year extensions so long as funds have been appropriated for the Services under this Agreement.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "E"
MAP AND LIST OF CITY OF BELL TRAFFIC SIGNALS



-  Traffic Signal
-  Rail Line
-  Street / Highway
-  City Limit Boundary



Intersections with Traffic Signals

Acacia St & Wilcox Ave
Atlantic Ave & Florence Ave
Bandini Blvd & Amelia Earhart Way
Bandini Blvd & S Eastern Ave
Bandini Blvd & Yeager Way
Bear Ave & E Florence Ave
Bear Ave & Gage Ave
Bell Ave & Atlantic Ave
Bell Plaza (shopping center) & Atlantic Ave
Brompton Ave & Atlantic Ave
California Ave & E Florence Ave
Crafton Ave & Florence Ave
E Gage Ave & S Atlantic Ave
Flora Ave & E Florence Ave
Gage Ave & Wilcox Ave
Gifford Ave & Gage Ave
Heliotrope Ave & Gage Ave
Orchard Ave & Gage Ave
Otis Ave & Bell Ave
Otis Ave & E Florence Ave
Otis Ave & Gage Ave
Pine Ave & Gage Ave
Prospect Ave & Gage Ave
Randolph St & Atlantic Ave
Rickenbacker Rd & S Eastern Ave
S Maywood Ave/California Ave & Gage Ave
Vinevale Ave & Florence Ave
Walker Ave & Florence Ave
Walker Ave & Gage Ave
Walker Ave & Gage Ave
Wilcox Ave & Florence Ave

Page 17

NOTICE OF AWARD

TO: (CONTRACTOR) _____ FOR CITYWIDE TRAFFIC SIGNAL MAINT/REP SERVICES:

Public Works Division

Your Bidder's Proposal dated _____, is accepted for the total contract
price of \$ _____.

You are required by the "SECTION IV REQUIRED POST RFP DOCUMENTS" to execute the documents
specified within ten (10) days from the date of mailing this Notice. Please sign one copy of the
Notice of Award upon receipt and return.

RECEIVED:

CONTRACTOR

THE CITY OF BELL

By: _____

By: _____

Kenneth Jones
Public Works Manager

(Title)

(Date)

(Date)

NOTICE TO PROCEED

TO: (Contractor)

DATE:

From: Kenneth Jones
Public Works Manager, City of Bell

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the contract documents:

**Citywide Traffic Signal Maintenance and Repair Services
Public Works Department Services Division**

These documents have been received and are on file with the City Clerk of the City of Bell:

DOCUMENT:

The Agreement Fully Executed	()
Workers' Compensation Insurance Certificate	()
Liability Insurance Policy or Certificate	()
Insurance Forms	()

The **Contract Time** shall commence on the date of issuance of the City's written **Notice to Proceed**.

Work shall commence within **five (5) calendar days** from the date of this **Notice to Proceed** and is to be completed within _____. Annual work shall be completed within the time allocated based on the work to be performed.

Kenneth Jones
Public Works Manager

AGENDA ITEM 6

City of Bell Agenda Report

DATE: December 10, 2025

TO: Mayor and Members of the City Council

FROM: Guillermo Arreola, Interim Community Development Director
Martin Rodriguez, Economic Development Specialist

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Consideration to Approve Amendment No. 3 with Community Service Group (CSG)

RECOMMENDATION:

It is recommended that the City Council approve contract amendment No. 3 with the Community Service Group (CSG) for on-call planning and special project management services for city-owned and privately owned projects, increasing the contract amount by \$90,000 and extending the contract by one year.

BACKGROUND:

CSG is an employee-owned corporation based in California that specializes in providing comprehensive services to public agencies. As an extension of municipal staff, CSG offers expertise in planning, environmental management, sustainability, building and safety, fire prevention, and project management.

The City has experienced a surge in development projects and has seen significant growth under the leadership of the City Council and the City Manager's Office. To manage multiple major projects essential to the City's development, the City has increasingly relied on CSG for assistance.

Initially, the rise in development workload highlighted the need for additional support within the Planning Division. In mid-2024, this need was compounded when the Associate Planner departed for another local agency, leaving only one full-time planner to handle the City's planning needs.

In response to the staffing shortage and growing project demands, the City amended its agreement with CSG in mid-2024, increasing the contract amount to \$50,000. This allowed CSG to assist with development review processes and other planning responsibilities, supporting the City's capacity to progress key development initiatives.

In early 2025, the City increased the CSG contract sum to \$130,000 to lead and support major projects and ensure their ongoing progress. They have been instrumental in advancing these initiatives. A key achievement is the City Ventures project, where they managed the entire environmental review and due diligence phase, finalized the townhomes' design, and prepared the staff reports and associated documents.

DISCUSSION:

The City prioritizes economic development and efficient management of City-owned properties, while also ensuring that high-profile and priority projects are effectively overseen. The continued partnership with CSG will provide the necessary expertise and capacity to support the City's planning and project management efforts on other major projects with a high impact on our community and city.

Under this contract amendment, CSG will focus on the following key development projects:

- Stack Yard (Food Hall Concept)
- City Ventures – Continue to manage the project during the plan check phase, and to identify and rezone sufficient additional, adequate sites.
- Dutch Bros Coffee
- New Bell District Specific Plan
- Cheli Specific Plan staff report and associated documents

FISCAL IMPACT:

This contract will increase the total contract amount from \$130,000 to \$220,000, representing a \$90,000 increase to the existing agreement. Funding for this increase will consist of \$40,000 from developer deposits paid to the City for CSG services and \$50,000 from the City's General Fund Community Development professional services budget. The City has previously utilized a combination of funding sources, including deposits from other developers and funds transferred from the Comprehensive Zoning Code Update, to support this contract.

ATTACHMENT(S):

1. Amendment No. 3 Contract Service Agreement
2. Amendment No. 2 Contract Service Agreement
3. Amendment No. 1 Contract Service Agreement
4. Contract Service Agreement – CSG

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF BELL, a California municipal corporation (“City”), and CSG Consultants, Inc., a California corporation (“Consultant”) is effective as of the _____ day of _____ 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services in May 2024 (“Agreement”) whereby Consultant agreed to provide Planning and Project Management Services.

B. City and Consultant entered into Amendment No. 1 dated July 24, 2024 whereby City and Consultant amended the Agreement to reduce the term from three (3) years to one (1) year, increase the Contract Sum by \$25,000.00 from \$25,000.00 to \$50,000.00, and revised the Schedule of Performance.

C. City and Consultant entered into Amendment No. 2 dated April 9, 2025 whereby City and Consultant extended the Agreement for one (1) additional year from May 2025 to May 2026 and increase the Contract Sum by \$80,000.00 from \$50,000.00 to \$130,000.00.

D. City and Consultant now desire to increase the Contract Sum by \$90,000.00 from \$130,000.00 to \$220,000.00 to continue to do Economic Development projects that are high priorities projects on the planning side and exercise its final extension term for one (1) year from May 2026 to May 2027.

E. Except as amended hereby, this Amendment is subject to the same terms and conditions as provided in the Agreement, Amendment No. 1, and Amendment No. 2.

TERMS

1. Contract Changes. The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~striketrough~~.

a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ***Two Hundred Twenty Thousand Dollars (\$220,000.00)*** ~~One Hundred Thirty Thousand Dollars (\$130,000.00)~~, unless additional compensation is approved pursuant to Section 1.8.

- b. Exhibit C, “Schedule of Compensation,” is hereby amended and shall now read as follows:

Task	Cost
A. In & Out	<i>\$44,000.00</i> \$20,000.00
B. Stackyard	<i>\$44,000.00</i> \$20,000.00
C. City Ventures	<i>\$44,000.00</i> \$20,000.00
D. Evergreen	<i>\$44,000.00</i> \$20,000.00
E. Other Duties and Tasks	<i>\$44,000.00</i> \$30,000.00
TOTAL	<i>\$220,000.00</i> \$130,000.00
***The City’s City Manager retains the right to reallocate funds between each Task.	

- c. Exhibit D, “Schedule of Performance,” is hereby amended and shall now read as follows:

Task	Completion Date
A. In & Out: Complete City approval and entitlement process	<i>Three (3) Years</i> Two (2) Years from Notice to Proceed
B. Stackyard: Complete City approval and entitlement process	<i>Three (3) Years</i> Two (2) Years from Notice to Proceed
C. City Ventures: Complete City approval and entitlement process	<i>Three (3) Years</i> Two (2) Years from Notice to Proceed
D. Evergreen: Complete City approval and entitlement process	<i>Three (3) Years</i> Two (2) Years from Notice to Proceed
E. Other Duties and Tasks	<i>On-Call Basis</i>
TOTAL	<i>\$220,000.00</i> \$130,000.00
***The City’s City Manager retains the right extend the Completion Date by six (6) months.	

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:


CITY OF BELL

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



David J. Aleshire, City Attorney

CONSULTANT:

CSG CONSULTANTS, INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 550 Pilgrim Drive
Foster City, CA 94404

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 _____

On _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(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 _____

On _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF BELL, a California municipal corporation ("City"), and CSG Consultants, Inc., a California corporation ("Consultant") is effective as of the 9 day of April 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services in May 2024 ("Agreement") whereby Consultant agreed to provide Planning and Project Management Services.

B. City and Consultant entered into Amendment No. 1 dated July 24, 2024 whereby City and Consultant amended the Agreement to reduce the term from three (3) years to one (1) year, increase the Contract Sum by \$25,000.00 from \$25,000.00 to \$50,000.00, and revised the Schedule of Performance.

C. City and Consultant now desire to extend the Agreement for one (1) additional year from May 2025 to May 2026 and increase the Contract Sum by \$80,000.00 from \$50,000.00 to \$130,000.00.

D. Except as amended hereby, this Amendment is subject to the same terms and conditions as provided in the Agreement and Amendment No. 1.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strike through~~.

a. Section 2.1, "Contract Sum," is hereby amended and shall now read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ***One Hundred Thirty Thousand Dollars (\$130,000.00)*** ~~Fifty Thousand Dollars (\$50,000.00)~~, unless additional compensation is approved pursuant to Section 1.8.

- b. Exhibit C, "Schedule of Compensation," is hereby amended and shall now read as follows:

Task	Cost
A. In & Out	\$20,000.00 \$5,000.00
B. Stackyard	\$20,000.00 \$10,000.00
C. City Ventures	\$20,000.00 \$10,000.00
D. Evergreen	\$20,000.00 \$10,000.00
E. Other Duties and Tasks	\$30,000.00 \$15,000.00
TOTAL	\$130,000.00 \$50,000.00
***The City's City Manager retains the right to reallocate funds between each Task.	

- c. Exhibit D, "Schedule of Performance," is hereby amended and shall now read as follows:

Task	Completion Date
A. In & Out: Complete City approval and entitlement process	Two (2) Years One (1) year from Notice to Proceed
B. Stackyard: Complete City approval and entitlement process	Two (2) Years One (1) year from Notice to Proceed
C. City Ventures: Complete City approval and entitlement process	Two (2) Years One (1) year from Notice to Proceed
D. Evergreen: Complete City approval and entitlement process	Two (2) Years One (1) year from Notice to Proceed
E. Other Duties and Tasks	On-Call Basis
TOTAL	\$130,000.00 \$50,000.00
***The City's City Manager retains the right extend the Completion Date by six (6) months.	

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL



Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

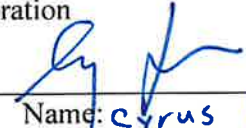
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



David J. Aleshire, City Attorney

CONSULTANT:

CSG CONSULTANTS, INC., a California corporation

By: 
Name: Cyrus Kianpour
Title: president

By: 
Name: _____
Title: _____

Address: 550 Pilgrim Drive
Foster City, CA 94404

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

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 San Mateo

On May 12th, 2025 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(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.

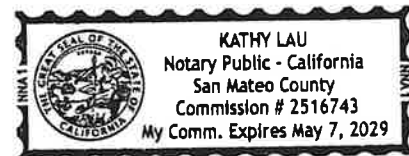
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 San Mateo

On May 14, 2025 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

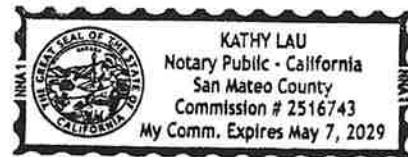
personally appeared Nourdin Khayata,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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 

(Seal)





Employee-Owned

550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgegr.com

Angela Bustamante

City Clerk

City of Bell

6330 Pine Ave.

Bell, CA 90201

RE: Amendment No. 1 to Contract Services Agreement Between the City of Bell and CSG Consultants, Inc.

Dear Angela,

Enclosed please find a Copy of the wet-signed original Amendment No. 1 to Contract Service Agreement between the City of Bell and CSG Consultants, Inc. to provide a Professional Services Agreement for Services as described in Exhibit A of the Agreement.

We appreciate this opportunity to serve the City of Bell.

Please do not hesitate to contact me by phone on 714.568.1010 (Ext. 2733) or by email contracts@csgegr.com (cc peymank@csgegr.com) if there are any questions or concerns.

Sincerely,
Peyman Kimia
Peyman Kimia
Analyst

Enclosures
cc: Project Files

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF BELL, a California municipal corporation ("City"), and CSG Consultants, Inc., a California corporation ("Consultant") is effective as of the 24 day of July 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services in May 2024 ("Agreement") whereby Consultant agreed to provide Planning and Project Management Services.

B. City and Consultant now desire to amend the Agreement to reduce the term from three (3) years to one (1) year, increase the Contract Sum by \$25,000.00 from \$25,000.00 to \$50,000.00, and revise the Schedule of Performance.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

a. Section 2.1, "Contract Sum," is hereby amended and shall now read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ***Fifty Thousand Dollars (\$50,000.00)*** ~~Twenty-Five Thousand Dollars (\$25,000.00) (the "Contract Sum") and shall not exceed Twenty-Seven Thousand and Five Hundred Dollars (\$27,500.00) annually,~~ unless additional compensation is approved pursuant to Section 1.8.

b. Section 3.4, "Term," is hereby amended and shall now read as follows:

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 ***one (1) year*** ~~three (3) years~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

c. Exhibit A, Section 1, "Scope of Services," is hereby amended and shall now read as follows:

I. “Consultant will perform the following Planning and Project Management Services:

A. In & Out

Consultant’s duties include, but are not limited to:

This project has received Planning Commission approval, however Consultant may be requested to perform additional duties, which may include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.
2. Land Use Planning
 - a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.
4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

B. Stackyard

Consultant's duties include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.
2. Land Use Planning
 - a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.
4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

C. City Ventures

Consultant's duties include, but are not limited to:

1. Development Review

- a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.
2. Land Use Planning
 - a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.
4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

D. Evergreen

Consultant's duties include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning,

Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.

2. Land Use Planning
 - a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.
4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

E. Other Duties and Tasks

Consultant's duties include, but are not limited to:

1. ***Prepare, review and/or manage California Environmental Quality Act (CEQA) compliance documents, reports, studies, etc.***
2. Identify and suggest improvements regarding potential projects that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
3. Prepare staff reports, resolutions, ordinances, memoranda for all City projects.
4. Coordinate meetings with vendors, City staff, and other consultants.

5. Review all planning documents and environmental reports.
6. Provide recommendations to City staff on ongoing and potential projects.
7. Provide planning and project management services for potential projects.

d. Exhibit A, Section V, "Scope of Services," is hereby amended and shall now read as follows:

- A. Mr. Ethan Edwards
- B. Ms. Gena Guisar
- C. Mr. Bradley Misner
- D. Mr. Jonathan Kwan
- E. Ms. Kaneca Pompey
- F. Ms. Leila Carver
- G. Ms. Brenna Wengert
- H. *Mr. Glenn Lajoie*
- I. *Ms. Liza Debies*
- J. *Mr. Colby Gonzalez*

e. Exhibit C, "Schedule of Compensation," is hereby amended and shall now read as follows:

Task	Cost
A. In & Out	\$5,000.00 \$4,000.00
B. Stackyard	\$10,000.00 \$8,000.00
C. City Ventures	\$10,000.00 \$8,000.00
D. Evergreen	\$10,000.00 \$5,000.00

E. Other Duties and Tasks	<i>\$15,000.00</i> \$0
TOTAL	<i>\$50,000.00</i> \$25,000.00
***The City's City Manager retains the right to reallocate funds between each Task.	

f. Exhibit D, "Schedule of Performance," is hereby amended and shall now read as follows:

Task	Completion Date
A. In & Out: Complete City approval and entitlement process	<i>One (1) year</i> Six (6) Months from Notice to Proceed
B. Stackyard: Complete City approval and entitlement process	<i>One (1) year</i> Six (6) Months from Notice to Proceed
C. City Ventures: Complete City approval and entitlement process	<i>One (1) year</i> Six (6) Months from Notice to Proceed
D. Evergreen: Complete City approval and entitlement process	<i>One (1) year</i> Six (6) Months from Notice to Proceed
E. Other Duties and Tasks	On-Call Basis
TOTAL	<i>\$50,000.00</i> \$25,000.00
***The City's City Manager retains the right extend the Completion Date by six (6) months.	

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or

oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.


5. Authority. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL



Ali Saleh, Mayor

ATTEST:



Angela Bustamante, City Clerk

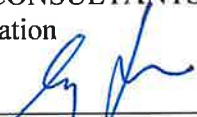
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP




David J. Aleshire, City Attorney

CONSULTANT:

CSG CONSULTANTS, INC., a California corporation

By: 
Name: Cyrus Kianpour
Title: President

By: 
Name: Nourdin Khayatn
Title: Secretary
Address: 550 Pilgrim Drive
Foster City, CA 94404

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

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 San Mateo)

On Aug 12th, 2024 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(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  (Seal)



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 San Mateo)

On Aug 12th, 2024 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Nourdin Khayata,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(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.

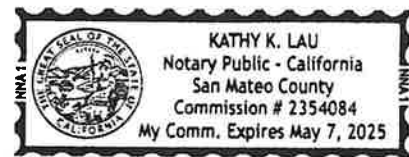
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





CSGCONS-01

JPERRY3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105		CONTACT NAME: Julia Perry PHONE (A/C, No, Ext): (925) 280-4671 FAX (A/C, No): E-MAIL ADDRESS: Julia.Perry@alliant.com		
INSURED CSG Consultants, Inc. 550 Pilgrim Dr Foster City, CA 94404		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : General Casualty Co of WI (QBE)		24414
		INSURER B : North Pointe Insurance Company		27740
		INSURER C : QBE Insurance Corporation		39217
		INSURER D : Praetorian Insurance Company		37257
		INSURER E : Pacific Insurance Company, Limited		10046
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	CGA1414883	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY		X	161001088	12/4/2023	12/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		191000608	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Aggregate \$ 5,000,000				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	X	152000753	12/4/2023	12/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			83 OH 0489503-23	12/4/2023	12/4/2024	Ea Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Bell, its officers, officials, employees, and agents, and volunteers are included as Additional Insureds on the General Liability policy where required by written contract or agreement. Umbrella follows form. Policies are primary and non-contributory. Waiver of Subrogation applies in favor of the insured for the General Liability, Auto Liability, and Workers Compensation policies where required by written contract or agreement. 30 day notice of cancellation applies on the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Bell
6330 Pine Ave
Bell, CA 90201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PROVISIONS

A. BROADENED WHO IS AN INSURED

SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by the addition of the following:

Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Employee Hired Auto

Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

Additional Insured By Written Contract

Any person or organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under **Section II.A.1. Who Is An Insured** of this Coverage Form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

B. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any subsidiary organization you newly acquire or form and over which you maintain 50% or more ownership interest, but only if there is no similar insurance available to that organization.

However:

1. "Insured" does not include any subsidiary organization where similar insurance is unavailable because the organization has exhausted that policy's limits of insurance or the other carrier has become insolvent.
2. The coverage does not apply to an "accident" which occurred prior to your acquisition or formation of the organization.
3. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - a. The 180th day after you acquire or form the organization, or
 - b. The end of the policy period, whichever is earlier.

C. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. FELLOW EMPLOYEE COVERAGE

SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport "employees".

This Fellow Employee Coverage is excess over any other collectible insurance.

E. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS

1. SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended as follows:

- a. **11. Pollution**, Paragraph a. applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph 1.a. above, **6. Care, Custody Or Control** does not apply.

2. Changes in Definitions

For the purposes of this endorsement, **SECTION V — DEFINITIONS**, Paragraph D. is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or



© QBE, 2020

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

under **SECTION III — PHYSICAL DAMAGE COVERAGE** in Paragraph **A.4. Coverage Extensions**.

No deductible applies to this coverage.

I. AIRBAG COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3.a. is amended by the addition of the following:

This exclusion does not apply to the unintended discharge of an airbag.

J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

1. **C. Limits Of Insurance**, Paragraph 1.b. is amended as follows:

The \$1,000 limit is increased to \$1,500.

2. **D. Deductible** does not apply to coverage provided in **C. Limits Of Insurance**, Paragraph 1.b.

K. TAPES, RECORDS AND DISCS COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 4.a. is replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member, and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" under this Tapes, Records and Discs Coverage is \$200.

No Physical Damage Coverage deductible applies to this coverage.

L. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR

SECTION III — PHYSICAL DAMAGE COVERAGE, D. Deductible is replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

No deductible applies to glass damage if the glass is repaired rather than replaced.

M. PERSONAL EFFECTS COVERAGE

1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$1,000 for "personal effects" stolen with the "auto".

2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.

N. LOAN/LEASE PAYOFF COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

O. CUSTOM SIGNS AND DECORATIONS

In the event of a total "loss" to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.



© QBE, 2020

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

U. WAIVER OF SUBROGATION

SECTION IV — BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

V. CANCELLATION CONDITION

Subject to any statute or regulation requiring a longer time period, if we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 90 days prior to the effective date of cancellation.

W. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended by the addition of the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of this Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

X. POLICY PERIOD, COVERAGE TERRITORY

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory is replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

Y. DEFINITION OF BODILY INJURY AMENDED

SECTION V — DEFINITIONS, Paragraph C. is replaced the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.

All other terms and conditions of this policy remain unchanged.



© QBE, 2020

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

 - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
 5. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

PREMIER GENERAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. REASONABLE FORCE

Paragraph 2.a. **Expected or Intended Injury** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. CONTRACTUAL LIABILITY

Paragraph 2.b. **Contractual Liability** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have had in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

C. NON OWNED WATERCRAFT

Paragraph 2.g.(2) in the **Aircraft, Auto Or Watercraft** exclusion under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge.

D. ELECTRONIC DATA LIABILITY

1. Paragraph 2.p. **Electronic Data** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

2. The following definition is added to **SECTION V — DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For purposes of the coverage provided for "Electronic Data", Paragraph 17. in **SECTION V — DEFINITIONS** is replaced by:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

H. FELLOW EMPLOYEE COVERAGE — SUPERVISOR OR HIGHER

Paragraph 2.a.(1) of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply to the following:

Your supervisory or management "employees" for "bodily injury" only.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

I. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

- a. Coverage under this provision is afforded only until the end of the current policy period.

J. BROAD FORM NAMED INSURED

The following is added to **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Throughout this policy the words "you" and "your" refer to any corporation or other business organization, other than a joint venture, in which the first Named Insured has or acquires during the policy period an ownership interest of more than 50% and is subject to the management control of the first Named Insured or its subsidiaries, and which is domiciled within the United States of America or its territories or possessions.

K. AMENDMENT OF AGGREGATE LIMIT OF INSURANCE

The General Aggregate Limit Of Insurance referenced in Paragraph 2. of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to:

- 1. Each of your "locations" owned by or rented to you; and

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

For purposes of this coverage only, the following is added to Paragraph 4.b.(1)(a) under **Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

For purposes of this coverage only, Paragraph 4. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. BODILY INJURY REDEFINITION

Paragraph 3. of **SECTION V. — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

R. INSURED CONTRACT — LEASE OF PREMISES

Paragraph 9.a. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

9. "Insured contract" means:
 - a. a contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

S. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/4/2023
Insured CSG Consultants, Inc.

Policy No. 152000753

Endorsement No.
Premium \$

Insurance Company Praetorian Insurance Company

Countersigned by _____

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

CSG CONSULTANTS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
CSG CONSULTANTS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of May, 2024 by and between the City of Bell, a California charter city ("City") and CSG Consultants, Inc., a California corporation ("Consultant"). City and Consultant 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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement 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. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" 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, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant 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 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant'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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods 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 may be caused by City's own negligence.

1.7 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.

1.8 Additional Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$2,500, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Consultant 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 Twenty-Five Thousand Dollars (\$25,000.00) (the "Contract

Sum”) and shall not exceed Twenty-Seven Thousand and Five-Hundred Dollars (\$27,500.00) annually, unless additional compensation is approved pursuant to Section 1.8.

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 contract retention; (iii) payment for time and materials based upon the Consultant’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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ethan Edwards
(Name)

Vice President, Planning Services
(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 foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant'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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City's City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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. 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) **General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with 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. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Consultant 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. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and 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. Consultant 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 Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

(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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant 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 Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant in the performance of professional services 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 Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 three (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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant 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.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant 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) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Consultant 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 Consultant'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.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant shall file a statutory 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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 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.

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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that 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. Consultant 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.

Consultant 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 Consultant 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, Consultant 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 Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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.

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 Consultant 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. Consultant 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. Consultant 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. Consultant 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.

Consultant's Authorized Initials C.K NK

9.7 Corporate Authority.

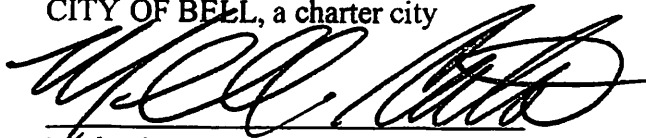
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that 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.

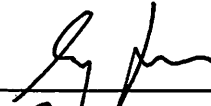
CITY:


CITY OF BELL, a charter city


Michael L. Antwine II, City Manager

CONSULTANT:

CSG CONSULTANTS, INC., a California corporation

By: 
Name: Cyrus Kianpour
Title: president

By: 
Name: Nourdin Khayata
Title: Secretary

Address: 550 Pilgrim Drive

Foster City, CA 94404

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Planning and Project Management Services:

A. In & Out

Consultant's duties include, but are not limited to:

1. Development Review

- a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.

2. Land Use Planning

- a. Review land use policies and regulations as needed.
- b. Prepare plan and ordinance amendments as needed.

3. Review and process discretionary entitlements.

- 4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.

- 5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.

- 6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on

planning best practices in order to obtain the highest quality of development.

7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

B. Stackyard

Consultant's duties include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.
2. Land Use Planning
 - a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.

4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

C. City Ventures

Consultant's duties include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.
2. Land Use Planning

- a. Review land use policies and regulations as needed.
 - b. Prepare plan and ordinance amendments as needed.
3. Review and process discretionary entitlements.
4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.
5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.
8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.
9. Attend public hearings and other community meetings as needed.
10. Monitor mitigation measures of the project as needed.

D. Evergreen

Consultant's duties include, but are not limited to:

1. Development Review
 - a. Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. Consultant will further

review all planning applications for compliance with applicable Federal, State and agency standards including Planning, Zoning, Subdivision Ordinance, Permit Streamlining Act, California Environmental Quality Act (CEQA), and other applicable laws.

2. Land Use Planning

a. Review land use policies and regulations as needed.

b. Prepare plan and ordinance amendments as needed.

3. Review and process discretionary entitlements.

4. Coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings, and research, evaluate and prepare/present materials required for the project's review process.

5. On occasion, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.

6. Identify and suggest improvements regarding the project that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.

7. Compile and analyze data on economic, social, environmental, and physical factors affecting land use.

8. Draft Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances.

9. Attend public hearings and other community meetings as needed.

10. Monitor mitigation measures of the project as needed.

E. Other Duties and Tasks

Consultant's duties include, but are not limited to:

1. Identify and suggest improvements regarding potential projects that are consistent with the goals and policies of the City of Bell and based on planning best practices in order to obtain the highest quality of development.
2. Prepare staff reports, resolutions, ordinances, memoranda for all City projects.
3. Coordinate meetings with vendors, City staff, and other consultants.
4. Review all planning documents and environmental reports.
5. Provide recommendations to City staff on ongoing and potential projects.
6. Provide planning and project management services for potential projects.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City. The dates by which the tangible work product must be delivered will be articulated by the Contract Officer.

- A.** Each task shall be indicated by a written request ("**Task Request**") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("**Task Budget**"); explain how the cost was determined; and a schedule for completion of the task ("**Task Completion Date**"); which shall all collectively be referred to as the "**Task Proposal**".
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal. Upon approval by the Contract Officer, the Task Proposal shall be referred to as the "**Approved Task Proposal**." The task shall be performed in accordance with the Approved Task Proposal,
- D.** City and Consultant may reach a mutually agreed-upon completion date under the Approved Task Proposal depending on the tasks and the City's requirements.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to an Approved Task Proposal. Consultant shall perform the services listed in Exhibit "A" on an on-call basis, within the sole and absolute discretion of the City, at the rates listed in Exhibit C and Exhibit C-1.**

Task	Cost
A. In & Out	\$4,000.00
B. Stackyard	\$8,000.00
C. City Ventures	\$8,000.00
D. Evergreen	\$5,000.00
E. Other Duties and Tasks	\$0
TOTAL	\$25,000.00
***The City's City Manager retains the right to reallocate funds between each Task.	

- II. A retention of ten percent (10%) 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 Approved Task Proposal, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- IV. The City will compensate Consultant 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 Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"

The rates specified below are valid for the first year of this Agreement. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances payment to the Consultant will exceed the Contract Sum, in accordance with Section 2.1.

Review Type/Role	All Inclusive Fee/Hourly Rate
Planning Technician	\$120
Assistant Planner	\$140
Associate Planner	\$160
Senior Planner	\$175
Principal Planner	\$190
Planning Manager	\$215
Planning Director	\$230
Zoning Administrator	\$235
Assistant Environmental Planner	\$145
Associate Environmental Planner	\$165
Senior Environmental Planner	\$180
Environmental Director	\$215
Sustainability Programs Analyst	\$150
Sustainability Programs Manager	\$200
Principal-in-Charge	\$235

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 of each year following the contract start year, Consultant will initiate a rate increase based on change in CPI for the applicable region. Consultant will deliver an invoice every month for services rendered during the prior month.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform the services listed in Exhibit A on an on-call basis and in accordance with the following schedule:**

Task	Completion Date
A. In & Out: Complete City approval and entitlement process	Six (6) Months from Notice to Proceed
B. Stackyard: Complete City approval and entitlement process	Six (6) Months from Notice to Proceed
C. City Ventures: Complete City approval and entitlement process	Six (6) Months from Notice to Proceed
D. Evergreen: Complete City approval and entitlement process	Six (6) Months from Notice to Proceed
E. Other Duties and Tasks	On-Call Basis
TOTAL	\$25,000.00
***The City's City Manager retains the right extend the Completion Date by six (6) months.	

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal.
- D.** City and Consultant may reach a mutually agreed-upon completion date for the Task Proposal depending on the tasks and the City's requirements.

E. Contract Officer may issue a Notice to Proceed in the event City and Consultant cannot reach a mutually agreed-upon completion date for the Task Proposal.

F. ~~The task shall be performed at a cost not to exceed the Task Budget.~~

G. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

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.

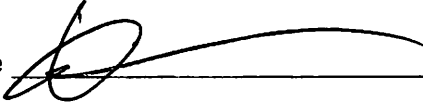
State of California
County of San Mateo)

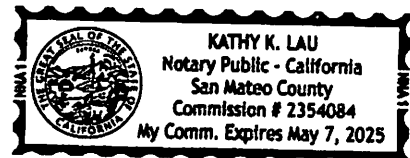
On May 16, 2024 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

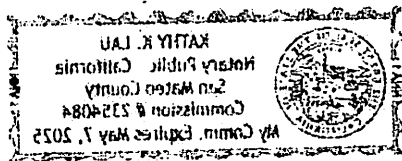
personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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  (Seal)





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.

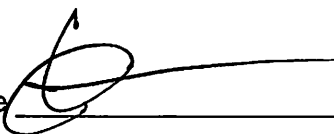
State of California
County of San Mateo)

On May 20, 2024 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

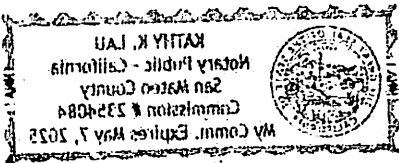
personally appeared Nourdin Khayata,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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  (Seal)






AGENDA ITEM 7

City of Bell Housing Authority Agenda Report

DATE: December 10, 2025

TO: Chair and Members of the Board

FROM: Javier Ochiqui, Assistant to the City Manager
Michael L. Antwine II, City Manager

APPROVED BY: 
Michael L. Antwine II, City Manager

SUBJECT: Consideration to Approve a New Agreement with MGR Property Management for two (2) years, with one (1) optional one-year extension to provide Property Management Services for all Bell Community Housing Authority (BCHA) properties.

RECOMMENDATION:

It is recommended that the Chair and Members of the Board approve a New Agreement with MGR Property Management, Inc. for Property Management Services for two (2) years, with one (1) optional one-year extension.

BACKGROUND:

The Bell Community Housing Authority (BCHA) owns and operates two (2) mobile home parks in the City of Bell (Florence Village Mobile Home Park, and Bell Mobile Home Park); and several single/multi-family units for a total of 262 units. BCHA is responsible for all property management related activities and services. The current agreement with Bell Properties, Inc. will expire on November 30, 2025.

DISCUSSION:

On August 11, 2025, staff issues a formal RFP for Property Management Services. On September 2, 2025, the city received two (2) proposals from our current vendor Bell Properties and one from MGR Property Management. Below are the two vendors that submitted a proposal:

Ranking	Vendor Name	Fixed Monthly Management Fee/Unit
1	MGR Property Management	\$115.00
2	Bell Properties, Inc.	\$300.00

The city only received two (2) proposals, one from MGR Property Management and the other from Bell Properties, Inc. Staff noticed that there are limited management companies that have experience managing mobile home parks. The City Manager's office reviewed both proposals and recommends MGR Property Management to provide property management services for BCHA.

MGR Property Management was founded in 1983 and has grown to become one of the largest property management companies in California. With over 60 employees, and managing 17,000 doors, they have the resources and expertise to provide the services needed in a timely and professional manner. They also have a bilingual (Spanish) staff. In addition, they have been managing mobile home parks for over 10 years.

MGR Property Management will include, but will not be limited to, the following duties and responsibilities:

1. New tenant intake, including marketing, establishing, and maintaining site-based waiting list, determination of applicant eligibility, applicant screening, and tenant selection
2. Conducting background checks to include rental/credit history checks
3. Verifying income/income certification
4. Scheduling security deposits
5. Conducting tours for prospective tenants
6. Lease execution, including explaining the lease and all attachments
7. Collection of monthly rents and utility charges in addition to rent (i.e. gas, electricity, water, and trash)
8. Lease enforcement
9. Posting Notices (as required)
10. Provide maintenance and repair services
11. Respond to residents' complaints and requests in a professional businesslike manner
12. Full responsibility for hiring and firing of staff, and staff training
13. Annual income re-certifications and family composition
14. Annual unit inspections of properties
15. Unit turnover, including preparing vacated units for leasing
16. Capital improvements and repairs (via the City's vendor)
17. Purchase of all required supplies and services. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts

FISCAL IMPACT:

There will be no impact on the General Fund. The costs of these services will be paid by the BCHA Housing Fund. MGR Property Management will charge \$115 per occupied unit per month. BCHA currently has a total of 262 occupied units. The total cost will be approximately \$30,130 per month or \$361,560 per year. Please note that if BCHA sells any property, the monthly fees will be reduced by \$115 per unit.

The chart below is a breakdown of the BCHA occupied units:

	Location	Number of Occupied Units	Fixed Monthly Management Fee/Unit	Total Monthly Amounts
1	4874 Gage Ave. Bell, CA 90201 – Bell Mobile Home Park	106	\$115.00	\$12,190
2	5246 Florence Ave. Bell, CA 90201 – Florence Village Mobile Home Park	127	\$115.00	\$14,605
3	4205 Bell Ave./6712-6718 Otis Ave.	5	\$115.00	\$575.00
4	6317-6327 Pine Ave. Bell, CA 90201	3	\$115.00	\$345.00

5	6624 Flora Ave. Bell, CA 90201	11	\$115.00	\$1,265
6	4738 Florence Ave. Bell, CA 90201	2	\$115.00	\$230.00
7	6629-6633 Pine Ave. Bell, CA 90201	5	\$115.00	\$575.00
8	5107 Filmore St. Bell, CA 90201	1	\$115.00	\$115.00
9	6420 Chanslor Ave.	2	\$115.00	\$230.00
10	6303 Pine Ave. Bell, CA 90201	1	\$115.00	\$115.00
	TOTALS	262		\$30,130

Therefore, \$30,130 per month x 12 months = \$361,560 per year.

STRATEGIC PLAN 2023-25:

N/A

ATTACHMENT(S):

1. Contract Services Agreement with MGR Property Management for (BCHA) Property Management Services

CONTRACT SERVICES AGREEMENT

By and Between

BELL COMMUNITY HOUSING AUTHORITY

and

MGR PROPERTY MANAGEMENT INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND
MGR PROPERTY MANAGEMENT INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 10th day of December, 2025 by and between the Bell Community Housing Authority, a duly created housing authority under the laws of the State of California (“Housing Authority”) and MGR Property Management, Inc., a California corporation (“Consultant”). Housing Authority and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. Housing Authority 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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Housing Authority to perform those services.

C. Housing Authority has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement 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. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” 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 Housing Authority entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Housing Authority, its officers, employees or agents of Housing Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Housing Authority hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Housing Authority of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods 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 Housing Authority, except such losses or damages as may be caused by Housing Authority's own negligence.

1.7 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.

1.8 Additional Services.

Housing Authority 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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the board of the Housing Authority. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Housing Authority may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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, Housing Authority agrees to pay Consultant 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 **Three Hundred Sixty One Thousand Five Hundred Sixty Dollars (\$361,560.00)** annually (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

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 contract retention; (iii) payment for time and materials based upon the Consultant’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 Consultant at all project meetings reasonably deemed necessary by the Housing Authority. Coordination of the performance of the work with Housing Authority is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to Housing Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Housing Authority’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant 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. Consultant shall not invoice Housing Authority for any duplicate services performed by more than one person.

Housing Authority shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by Housing Authority, or as provided in Section 7.3, Housing Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Housing Authority warrant run procedures, the Housing Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Housing Authority, the original invoice shall be returned by Housing Authority

to Consultant for correction and resubmission. Review and payment by Housing Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Housing Authority, if the Consultant 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 Consultant be entitled to recover damages against the Housing Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance

(Exhibit “D”). The Housing Authority may, in its sole discretion, extend the Term for one (1) additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Timothy Scott Burkhardt
(Name)

Marketing Specialist
(Title)

Michael G. Rademaker
(Name)

Owner CEO
(Title)

Silvia Padilla
(Name)

Regional Manager
(Title)

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

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

4.3 Contract Officer.

The Contract Officer shall be the Housing Manager of the City of Bell or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Housing Authority to the Contract Officer. Unless otherwise specified herein, any approval of Housing Authority 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 Housing Authority required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Housing Authority to enter into this Agreement. Therefore, Consultant 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 Housing Authority. 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 Housing Authority. 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of Housing Authority.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with 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. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Consultant 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. Consultant shall provide certificates of insurance to Housing Authority 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 Housing Authority at all times during the term of this Agreement. Housing Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant 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 Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Housing Authority 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 Housing Authority before the Housing Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Housing Authority'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, Housing Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Housing Authority will be promptly reimbursed by Consultant or Housing Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Housing Authority 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 Housing Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Housing Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Housing Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Housing Authority 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 Consultant maintains higher limits than the minimums shown above, the Housing Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Housing Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Housing Authority 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 Housing Authority 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 Housing Authority and approved of in writing.

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

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

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

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Housing Authority. Housing Authority 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 Housing Authority.

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Housing Authority, 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 Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant will promptly pay any judgment rendered against the Housing Authority, 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 Consultant hereunder; and Consultant agrees to save and hold the Housing Authority, its officers, agents, and employees harmless therefrom;

(c) In the event the Housing Authority, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant 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 Consultant hereunder, Consultant agrees to pay to the Housing Authority, its officers, agents or employees, any and all costs and expenses incurred by the Housing Authority, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

(d) Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify Housing

Authority hereunder therefore, and failure of Housing Authority 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 Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Housing Authority'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 Housing Authority'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 Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Housing Authority 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 Housing Authority, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Housing Authority shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to Housing Authority, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the Housing Authority 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.

Consultant 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. Consultant hereby acknowledges that the Housing Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Housing Authority and shall be delivered to Housing Authority upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Housing Authority 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 Consultant will be at the Housing Authority’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Housing Authority of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Housing Authority for all damages resulting therefrom. Moreover, Consultant 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 Housing Authority.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Housing Authority without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Housing Authority 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 Consultant gives Housing Authority notice of such court order or subpoena.

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

(d) Consultant shall promptly notify Housing Authority should Consultant, 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. Housing Authority retains the right, but has no obligation, to

represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Housing Authority and to provide Housing Authority with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Housing Authority 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 Consultant 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; Default.

In the event that Consultant is in default under the terms of this Agreement, the Housing Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Housing Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the Housing Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Housing Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Housing Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Housing Authority to give notice of the Consultant's default shall not be deemed to result in a waiver of the Housing Authority's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes Housing Authority to deduct from any amount payable to Consultant (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 Housing Authority for any losses, costs, liabilities, or damages suffered by Housing Authority, and (ii) all amounts for which Housing Authority may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien,

Housing Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Housing Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Housing Authority 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 Housing Authority of any work or services by Consultant 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, Consultant shall file a statutory 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 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 Housing Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Housing Authority, except that where termination is due to the fault of the Housing Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Housing Authority 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 Consultant 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 Housing Authority shall use reasonable efforts to mitigate such damages), and Housing Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Housing Authority as previously stated.

7.9 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.

ARTICLE 8. HOUSING AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Housing Authority Officers and Employees.

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

8.2 Conflict of Interest.

Consultant 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 Housing Authority or which would in any way hinder Consultant's performance of services under this Agreement. Consultant 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. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Housing Authority in the performance of this Agreement.

No officer or employee of the Housing Authority 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that 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. Consultant 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.

Consultant 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 Consultant 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 Housing Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Housing Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Housing Authority.

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 Housing Authority, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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.

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 Consultant and by the board of the Housing Authority. 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 Housing Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Housing Authority 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. Consultant 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 Housing Authority

official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant 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 Housing Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant 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.

Consultant'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) that 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.

HOUSING AUTHORITY:

BELL COMMUNITY HOUSING AUTHORITY

Chair

ATTEST:

Angela Bustamante, Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



David J. Aleshire, Authority Counsel

CONSULTANT:
MGR PROPERTY MANAGEMENT, INC.,
A CALIFORNIA CORPORATION

By: _____
Name: Michael G. Rademaker
Title: Owner/CEO

By: _____
Name: _____
Title: _____

Address: 3800 Concours St. #350
Ontario, CA 91764
Tel: 909-581-6000 ext. 533

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 _____

On _____, 2025 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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

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 _____

On _____, 2025 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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

The Consultant shall be responsible for turnkey property management services, which includes providing bilingual services (bilingual—Spanish), for the Bell Community Housing Authority’s two mobile home parks (Florence Village Mobile Home Park, and Bell Mobile Home Park); and several multi-family and single-family properties for a total of 262 units.

Duties will include, but not be limited to, the following:

A. Leasing

If instructed by the Housing Authority in writing, the Consultant shall be responsible for all leasing and administrative activities including but not limited to, the following:

1. New tenant intake, including marketing, establishing, and maintaining site-based waiting list, determination of applicant eligibility, applicant screening, and tenant selection—if requested in writing by Housing Authority that it determines to rent any of its vacancies.
2. Conducting background checks to include rental/credit history checks for new tenancies.
3. Verifying income/income certification
4. Scheduling security deposits
5. Conducting tours for prospective tenants
6. Lease execution, including explaining the lease and all attachments
7. Collection of monthly rents and utility charges in addition to rent (i.e. gas, electricity, water, and trash)
8. Lease enforcement
9. Posting Notices (as required)
10. Respond to residents’ complaints and requests in a professional businesslike manner
11. Full responsibility for hiring and firing of staff, and staff training
12. Annual unit inspections of properties
13. Unit turnover, including preparing vacated units for leasing
14. Capital improvements and repairs (via the City’s vendor)
15. Purchase of all required supplies and services. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts

B. Operations and Maintenance

1. The Consultant shall professionally manage the property by ensuring it is adequately staffed with managers, clerical, accounting and maintenance staff in accordance with applicable equal employment opportunity requirements as well as maintain a local office.
2. This contract is for property management. The maintenance contract is currently with an outside company. Consultant will notify Housing Authority of

maintenance issues for its maintenance team to respond and correct:, including, but not limited to the following: repairing leaky faucets, and other minor plumbing, minor carpentry, replacing light bulbs, keeping timers properly set, and keeping the grounds and interior common areas clean. Respond to emergency board-up and debris clean-up / removal as requested by Authority.

3. If requested by the Housing Authority, the Consultant shall prepare vacant units for occupancy.

4. The Consultant shall respond to residents' complaints and requests in a professional businesslike manner, taking any necessary action and recording actions taken.

C. Other Duties: Such other duties as may be needed in connection with property from time to time, as directed by the Housing Authority's Contract Officer.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Authority:

A. Rent Collection

B. Financial Reports (monthly income and expense statements), including Owners Statement, Expense Detail and General Ledger Report.

C. Signage

D. Contracts, Utilities and Services

E. Lease Levels and Income Certifications, if requested to lease any of the vacancies

F. Such other Reports requested by the Authority from time to time.

As directed by the Housing Authority's Contract Officer, Contractor shall furnish Housing Authority with a statement of cash receipts and disbursements from the operation of the Properties during the previous month. In addition, Contractor shall prepare and submit to Owner such other reports as are agreed on by both parties. Contractor shall on an annual basis prepare a Property Operating Budget. A preliminary budget for the property shall be submitted as directed by the Housing Authority's Contract Officer for Housing Authority to review. After Housing Authority, a final budget shall be timely submitted for approval.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Authority apprised of the status of performance by delivering the following status reports

A. Financial Reports (monthly income and expense statements), General Ledger Reports.

B. Such other reports requested by the Housing Authority from time to time, including the Reports in Section I above.

C. Consultant shall provide the Housing Authority with access to need Access to their Owner's Portal so the Housing Authority may run additional reports.

IV. All work product is subject to review and acceptance by the Housing Authority, and must be revised by the Consultant without additional charge to the Housing Authority until found satisfactory and accepted by Housing Authority.

V. Consultant will utilize the following personnel to accomplish the Services:

A. List of key staff who will work on this Contract, including qualifications and proposed duties.

Consultant will provide property managers to oversee the Bell Community Housing Authority Portfolio of properties. At minimum, employees shall include a full-time property managers;1 full time bookkeeper / CPA for 8hrs. monthly/reconciliations;; software licenses;; 1 main office in City of Ontario, California; or at two of the MH Park Locations. Notwithstanding the above, it is acknowledged that Consultant is a professional management company and has managers, clerical staff and accounting staff at its main office that will oversee the management, along with the Consultant assigned property manager. The assigned personnel, unless notified otherwise will be:

1. 1. Michael G. Rademaker , 45 Years of experience of Property Management Experience, including Mobile Home parks; Executive Property Manager; oversight of all operations
2. 2. Silvia Padilla, 20+ years of Property Management Experience, including Mobile Home parks; Executive Property Manager; oversight of all operations
3. Carol Higgins, 30+ years of Property Management Experience, including Mobile Home parks; Executive Property Manager; oversight of all operations
4. A Maintenance Tech to be determined

VI. Machinery and Equipment

Consultant shall use the following machinery and equipment.

All equipment must in good working order; and shall be maintained and operated in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text shown as ***bold italics***; deletions shown as ~~strikethroughs~~.

Section 1.4, Licenses, Permits, Fees, and Assessments, is hereby amended to read as follows:

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. ~~Consultant 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 Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Housing Authority, its officers, employees or agents of Housing Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Housing Authority hereunder.~~

Section 2.1, Contract Sum, is hereby amended to read as follows:

Subject to any limitations set forth in this Agreement, Housing Authority agrees to pay Consultant 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 Three Hundred Sixty-One Thousand Five Hundred Sixty (\$361,560) annually (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

Section 2.2, Method of Compensation, is hereby amended to read as follows:

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 contract retention; (iii) payment for time and materials based upon the Consultant’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, ***which includes retention of compensation from rents collected and then remaining difference being paid to the City.***

Section 2.3, Reimbursable Expenses, is hereby amended to read as follows:

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 Consultant at all project meetings reasonably deemed necessary by the Housing Authority. Coordination of the performance of the work with Housing Authority is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall ~~not~~ be entitled to any additional compensation for attending said meetings.

Section 2.4, Invoices, is hereby amended to read as follows:

Each month Consultant shall furnish to Housing Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Housing Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant 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. Consultant shall not invoice Housing Authority for any duplicate services performed by more than one person.

Housing Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. ***The monthly management fee shall be deducted by Consultant monthly from the rents, with rent overages being paid to the City.*** Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Housing Authority, or as provided in Section 7.3, Housing Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Housing Authority warrant run procedures, the Housing Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Housing Authority, the original invoice shall be returned by Housing Authority to Consultant for correction and resubmission. Review and payment by Housing Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	Location	Number of Occupied Units	Fixed Monthly Management Fee/Unit	Total Monthly Amounts
1	4874 Gage Ave. Bell, CA 90201 – Bell Mobile Home Park	106	\$115.00	\$12,190
2	5246 Florence Ave. Bell, CA 90201 – Florence Village Mobile Home Park	127	\$115.00	\$14,605
3	4205 Bell Ave./6712-6718 Otis Ave.	5	\$115.00	\$575.00
4	6317-6327 Pine Ave. Bell, CA 90201	3	\$115.00	\$345.00
5	6624 Flora Ave. Bell, CA 90201	11	\$115.00	\$1,265
6	4738 Florence Ave. Bell, CA 90201	2	\$115.00	\$230.00
7	6629-6633 Pine Ave. Bell, CA 90201	5	\$115.00	\$575.00
8	5107 Filmore St. Bell, CA 90201	1	\$115.00	\$115.00
9	6420 Chanslor Ave.	2	\$115.00	\$230.00
10	6303 Pine Ave. Bell, CA 90201	1	\$115.00	\$115.00
	TOTALS	262		\$30,130.00 monthly
				\$361,560.00 annually

As part of the Property Management, Consultant will work with a Southern California landlord eviction firm, as required, to assist in removing tenants that are in breach of their lease. Consultant will work with, and coordinate, the eviction with the eviction firm. Estimated eviction costs, which shall be payable by the Housing Authority, and shall be in addition to the Compensation identified in Exhibit C of the this Agreement, is provided by separate attachment.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

III. The Authority will compensate Consultant 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.
- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

EVICTON FIRM SCHEDULE OF FEES AND COSTS

The Law Office of James M. Blucker

3800 Concours St., Ste. 300 – Ontario, CA 91764

www.bluckerlaw.com – info@bluckerlaw.com – (909) 684-5454

2025 Schedule of Fees and Costs for Unlawful Detainer Actions – Residential and Commercial

Attorney Fees for Uncontested Unlawful Detainer Actions

Preparation of any notice that needs to be prepared and Service of Process:
(if on-site management doesn't prepare) – Done by Registered Process Server

Three-Day Pay or Quit, Thirty Day Notice, Sixty Day Notice, Notice to Perform or Quit (Covenant), Misc. Notices	\$400 flat
--	------------

Preparation of Summons and Complaint, Default through Sheriff Lockout:

Based off; Three-Day Pay or Quit, Thirty Day Notice, Sixty Day Notice, Section 8, Breach of Covenants, Nuisance	\$700 (Residential) \$800 (Mobile Home)
--	--

Additional Attorney Fees Costs for Contested Unlawful Detainer Actions

Attorney Appearance Fees for Motion/Court Trial and Judgment	\$400*
Attorney Appearance Fees for Areas over 60 miles (Mosk or Lancaster court)	\$500*
Attorney Appearance Fees if Defendant is represented by Counsel	\$400 flat fee*
Attorney Fees for Jury Trial Demand	\$400/hr
Ex Parte/Motions/Discovery Responses, Propound	\$400/hr
Phone, Written, Email Communications	\$400/hr

Anticipated Court Costs and Fees

Filing Fee for Summons and Complaint (Varies by Court/Jurisdiction)	\$240-\$435
Attorney Service Fee for Filing Court Documents (each occurrence)	\$75
Service of Process Fees (Per Defendant)	\$150/tenant and AUO
Order to Post and Mail Filing Fee	\$60
Writ of Execution Fee	\$40
Sheriff Posting and Lockout Fee	\$180

Federal Removal/Bankruptcy (If Applicable) -

Rare Relief of Automatic Stay (Bankruptcy; Chapter 7 and 13)	\$1,500.00+filing fee
Appearance Fee in Federal Bankruptcy Court	\$400
Federal Removal Paperwork/Court Appearance	\$1,500.00 flat

Additional Services

585 Money Judgement	\$300
Prejudgment Claim for Right of Possession	POS costs
Satisfaction of Judgment	Varies
Postage, Fax, Copies Fees (Varies)	\$15-\$35

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services in a timely manner in accordance with the following schedule:**

	<u>Days to Perform</u>
A. Property Management	Daily
B. Maintenance	Advise Housing Authority Maintenance team of issues on an on-going and as-needed basis
C. Capital Supervision	On-going
D. Maintenance Personnel	On-going
E. Reports	On-going, monthly
Mail Owner Reports, Tenant Rent Invoices, Tenant Correspondence, Landscape, trash, Electric, Water & other Misc. bills	

- II. Consultant shall deliver the following tangible work products to the Authority by the following dates.**

- A. Monthly Reports as directed by Authority’s Contract Officer**
- B. Annual Budget as directed by Authority’s Contract Officer**

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

AGENDA ITEM 8


City of Bell Housing Authority Agenda Report

DATE: December 10, 2025

TO: Chair and Members of the Board

FROM: Javier Ochigui, Assistant to the City Manager

APPROVED
BY:


Michael L. Antwine II, City Manager

SUBJECT: Consideration to approve Amendment No. 3 with Duke Studio, Inc. to increase the budget by an additional \$150,000 for Mobile Home Parks and Housing Unit Maintenance Services.

RECOMMENDATION:

It is recommended that the Chair and Members of the Board approve Amendment No. 3 with Duke Studio, Inc. and read by title only, waive further reading, and adopt Resolution No. 2025-70 titled:

**"A RESOLUTION OF THE BELL COMMUNITY HOUSING
AUTHORITY AUTHORIZING FY 2025-26 BUDGET
AMENDMENT TO TRANSFER \$150,000 FROM THE BELL
COMMUNITY HOUSING AUTHORITY (BCHA) FUND BALANCE
RESERVE TO THE BCHA ACCOUNT FOR MISC REPAIRS AND
EMERGENCY REPAIRS FOR ADDITIONAL MOBILE HOME
PARKS AND HOUSING UNIT MAINTENANCE SERVICES"**

BACKGROUND:

On June 26, 2024, the Chair and Members of the board approved a new agreement with Duke Studio, Inc., for Mobile Home Parks and Housing Unit Maintenance Services. The term of the agreement is for one-year from July 1, 2024, to June 30, 2025, with a one-year extension at the City's option. The annual budget per year is \$335,000 per year. On December 11, 2024, the Chair and Members of the board approved Amendment No. 1. On June 11, 2025, the City Council increased the budget and extended the term of the agreement by one year, until June 30, 2026, in the amount of \$335,000 per year. Staff is now recommending increasing the budget to cover ongoing maintenance costs and unexpected emergencies. By this Amendment No. 3, the City and Consultant now desire increase the Contract Sum under the Agreement by \$150,000 from \$870,00 to \$1,020,000. Staff plans to RFP this work in March/April 2026.

DISCUSSION:

The Bell Community Housing Authority (BCHA) is responsible for facilities/building maintenance services for two mobile home parks (Florence Village Mobile Home Park, and Bell Mobile Home Park); and several single/multi-family units. Proper facilities and building maintenance services is an important function for the BCHA. Keeping the housing units properly maintained is a priority

for the BCHA.

Below is list of all the BCHA locations:

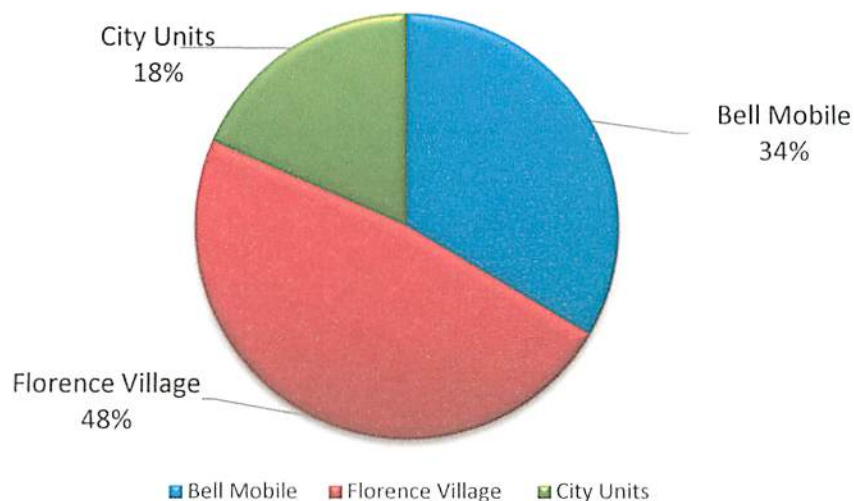
- 5246 Florence Ave. Bell, CA 90201 – Florence Village Mobile Home Park (common areas only, which includes sewer lines, electrical lines, waterlines, and lighting fixtures)
- 4874 Gage Ave. Bell, CA 90201 – Bell Mobile Home Park (common areas only, which includes sewer lines, electrical lines, waterlines, and lighting fixtures)
- 4205 Bell Ave. Bell, CA 90201 – 8 units
- 5107 Filmore St. Bell, CA 90201 – 1 unit
- 6624 Flora Ave. Bell, CA 90201 - 11 units
- 4738 Florence Ave. Bell, CA 90201 – 2 units
- 6629-6633 Pine Ave. Bell, CA 90201 – 9 units
- 6317 Pine Ave. Bell, CA 90201 – 8 units
- 6303 Pine Ave. Bell, CA 90201 – 1 unit
- 6331 Pine Ave. Bell, CA 90201 – 1 unit
- 6420 Chandlor Ave. Bell, CA 90201 – 2 units

Below is an estimated summary/graph of the number of work orders, and total costs for repairs completed per location in FY 25-26:

	Bell Mobile	Florence Village	City Units	TOTALS
# Of Work Orders*	69	99	38	206
Total Costs	\$96,100	\$110,384	\$81,846	\$288,330
Remaining Budget	\$3,899	\$19,615	\$30,353	\$53,867
Proposed \$150,000 Budget	\$65,000	\$65,000	\$20,000	\$150,000

*Most of the repairs are related to sewer lines, plumbing, waterline, and/or electrical issues, and regular bulky-item pick-ups.

Percentage of Work orders



Staff recommends that the Chair and Members of the Board approve Amendment No. 3 with Duke Studio, Inc. for additional Mobile Home Parks and Housing Unit Maintenance Services.

FISCAL IMPACT:

There will be no impact to the General Fund. The \$150,000 will come from the FY 25-26 BCHA Fund.

STRATEGIC PLAN 2023-25:

N/A.

ATTACHMENT(S):

1. Resolution 2025-70
2. Amendment No. 3
3. Amendment No. 2
4. Amendment No. 1
5. Contract Services Agreement dated June 26, 2024

RESOLUTION NO. 2025-70

A RESOLUTION OF THE BELL COMMUNITY HOUSING AUTHORITY AUTHORIZING FY 2025-26 BUDGET AMENDMENT TO TRANSFER \$150,000 FROM THE BELL COMMUNITY HOUSING AUTHORITY (BCHA) FUND BALANCE RESERVE TO THE BCHA ACCOUNT FOR MISC REPAIRS AND EMERGENCY REPAIRS FOR ADDITIONAL MOBILE HOME PARKS AND HOUSING UNIT MAINTENANCE SERVICES

WHEREAS, on December 10, 2025, the Chair and Members of the Board approved the budget amendment to transfer \$150,000 from the Bell Community Housing Authority (BCHA) Fund Balance Reserve to the BCHA Accounts for Misc. Repairs and Emergency Repairs; and

WHEREAS, the Bell Community Housing Authority (BCHA) Fund Balance Reserve of the City has sufficient revenues available to advance to the Misc. Repairs and Emergency Repairs Accounts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

SECTION 1. Approve the transfer of BCHA Fund Balance Reserves to the BCHA Accounts for Misc. Repairs and Emergency Repairs.

SECTION 2. Approve amending the Fiscal Year 2025-26 budget by appropriating an amount of \$150,000 from BCHA Fund Balance Reserve to the following BCHA Accounts as indicated as follows: Account No. 090-70-76-5101-000-7300 in the amount of \$65,000, Account No. 090-70-76-5102-000-7300 in the amount of \$65,000, and Account No. 090-70-76-5103-000-7300 in the amount of \$20,000 for a total of \$150,000 for additional Misc. Repairs and Emergency Repairs.

SECTION 3. Authorize the City Manager to move forward with the necessary repairs for BCHA set forth in the staff report in the amount not to exceed \$150,000.

PASSED, APPROVED, AND ADOPTED this 10th day of December, 2025.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 10th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

AMENDMENT NO. 3

TO CONTRACT SERVICES AGREEMENT

THIS AMENDMENT TO CONTRACT SERVICES AGREEMENT (“Amendment No. 3”) is made by and between the **CITY OF BELL**, a California charter city (“City”), and **DUKE STUDIO, INC.**, a California corporation (“Consultant”), effective as of the 10th day of December 2025.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated June 26, 2024 (“Original Agreement”) whereby Consultant agreed to provide City mobile home parks and housing unit maintenance services for two mobile home parks (Florence Village Mobile Home Park and Bell Mobile Home Park), and for 64 scattered dwelling units (single family/multi-family). The Original Agreement was subsequently amended pursuant to that certain Amendment No. 1, dated December 11, 2024, and that certain Amendment No. 2, dated June 11, 2025 (collectively, the “Amendments”, and the Original Agreement, as amended by the Amendments, are sometimes referred to herein as the “Agreement”). Initially capitalized terms used but not defined herein, shall have the meaning given in the Agreement.

B. The total maximum compensation due under the Original Agreement was \$335,000, which was subsequently amended pursuant to the Amendments to be \$870,000.

C. The Term of the Original Agreement was originally from July 1, 2024 to June 30, 2025, which was subsequently extended pursuant to the Amendments to expire on June 30, 2026.

D. By this Amendment No. 3, the City and Consultant now desire increase the Contract Sum under the Agreement by \$150,000 from \$870,00 to \$1,020,000.

E. Except as amended hereby, this Amendment No. 3 is subject to the same terms and conditions as provided in the Agreement.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein (Added text is indicated in ***bold italics***, deleted text is indicated in ~~strike through~~).

- a. Section 2.1, “Contract Sum” is hereby amended and shall now read as follows:

“2.1. Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ~~Eight Hundred Seventy Thousand Dollars (\$870,000)~~. ***One Million Twenty Thousand Dollars (\$1,020,000).***”

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the Amendments and this Amendment No. 3.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.
5. **Authority.** The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.
6. **Counterparts.** This Amendment No. 3 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. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any

defenses to the enforcement of the terms of this Amendment No. 3 based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the date and year first-above written.

CITY:

CITY OF BELL, a California charter city


Ali Saleh
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David J. Aleshire
City Attorney

CONSULTANT :

DUKE STUDIO, INC., a California corporation

By: _____
Name: Duke Choi
Title: Owner/President

By: _____
Name: Duke Choi
Title: Chief Financial Officer

Address: 618 E. Cedar Ave., Apt. F
Burbank, CA 91501

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 DEVELOPER'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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment No. 2”) by and between the **CITY OF BELL** (“City”), a California charter city, and **DUKE STUDIO, INC.**, a California corporation (“Consultant”), is effective as of the 11th day of June 2025.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated June 26, 2024 (“Agreement”) whereby Consultant agreed to provide City mobile home parks and housing unit maintenance services for two mobile home parks (Florence Village Mobile Home Park and Bell Mobile Home Park), and for 64 scattered dwelling units (single family/multi-family) (the “Services”).

B. The total maximum compensation due under the Agreement was \$335,000.00, with the total compensation for Services not exceeding the Contract Sum from the date of the agreement to June 30, 2025 (“Year One”).

C. The Term of the Agreement is from July 1, 2024 to June 30, 2025 with one (1) one-year extension in the City’s sole and absolute discretion (per Section 3.4 Term).

D. Amendment No. 1 dated December 11, 2024 (“Amendment No. 1”) increased the total compensation for Services by \$200,000.00 from \$355,000.00 to \$535,000.00 to accommodate the increased number of sewer, water, and electrical emergencies at the mobile home parks.

E. By this Amendment No. 2, the City and Consultant now desire use the one (1) one-year extension to extend the term of the Agreement by one (1) year, from July 1, 2025 to June 30, 2026, and increase the contract sum by \$335,000.00 from \$535,000.00 to \$870,000.00.

F. Except as amended hereby, this amendment is subject to the same terms and conditions as provided in the Agreement.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

- a. Section 2.1, “Contract Sum” is hereby amended and shall now read as follows:

“2.1. Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ~~Three Hundred Thirty Five Thousand Dollars (\$335,000)~~ ***Eight Hundred Seventy Thousand Dollars (\$870,000).***”

- b. Section 3.4, “Term” is hereby amended and shall now read as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of services but not exceeding ~~one (1) year~~ ***two (2) years*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~The City may, in its sole discretion, extend the Term for one (1) additional one-year term.~~”

- c. Exhibit D, Section I, “Schedule of Performance” is hereby amended and shall now read as follows:

“Consultant shall commence on July 1, 2024 and shall terminate on June 30, ~~2025~~ ***2026***, unless earlier terminated pursuant to Article 7 of this Agreement. ~~At the City’s sole option, the City may extend the contract for an additional one (1) year.~~”

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendments Nos. 1 & 2.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.
5. **Authority.** The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL, a California charter city

Ali Saleh

Mayor

ATTEST:

Angela Bustamante

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David J. Aleshire

City Attorney

CONSULTANT :

DUKE STUDIO, INC., a California Corporation

By: _____

Name: Duke Choi

Title: Owner/President

By: _____

Name: Duke Choi

Title: Chief Financial Officer

Address: 618 E. Cedar Ave., Apt. F
Burbank, CA 91501

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 DEVELOPER'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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(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 _____, 2025 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 1") by and between the **CITY OF BELL** ("City"), a California charter city, and **DUKE STUDIO, INC.**, a California corporation ("Consultant"), is effective as of the 11th day of December 2024.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated June 26, 2024 ("Agreement") whereby Consultant agreed to provide City mobile home parks and housing unit maintenance services for two mobile home parks (Florence Village Mobile Home Park and Bell Mobile Home Park), and for 64 scattered dwelling units (single family/multi-family) (the "Services").

B. The total maximum compensation due under the Agreement was \$335,000.00, with the total compensation for Services not exceeding the Contract Sum from the date of the Agreement to June 30, 2025. ("Year One").

C. The Term of the Agreement is from July 1, 2024 to June 30, 2025 with one (1) one-year extension in the City's sole and absolute discretion (per Section 3.4 Term).

D. By this Amendment No. 1, the City and Consultant now desires to increase the total compensation for Services for the first year by \$200,000.00 from \$335,000.00 for a maximum contract sum of \$535,000.00 to accommodate the increased number of sewer, water, and electrical emergencies at the mobile home parks.

E. Except as amended hereby, this amendment is subject to the same terms and conditions as provided in the Agreement.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

- a. Section 2.1, "Contract Sum", is hereby amended and shall now read as follows:

- 2.1. Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ~~Three Hundred~~

~~Thirty Five Thousand Dollars (\$335,000)~~ ***Five Hundred Thirty Five Thousand Dollars (\$535,000).***

- b. Exhibit C.I., “Schedule of Compensation”, is hereby amended and shall now read as follows:

I. Consultant shall perform the following tasks at the following rates:

TASKS	SUBBUDGET
A. Regular property maintenance, rehabilitation, and correcting deferred maintenance	\$150,000 \$250,000
B. On call services including but not limited to plumbing, sewer, electrical, painting, carpet repairs, and locks	\$100,000 \$200,000
C. Field services including property inspections and tracking all maintenance and repair	\$50,000
Materials (includes a 5% markup)	\$35, 000
TOTAL (annual)	\$ 335,000.00 (annual) \$535,000
TOTAL FOR 1 YEAR TERM	\$335,000 \$535,000

- Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment.
- Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. **Authority.** The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF BELL, a California charter city



Ali Saleh
Mayor


ATTEST:



Angela Bustamante
City Clerk


APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David J. Aleshire
City Attorney

CONSULTANT :
DUKE STUDIO, INC., a California
Corporation

By: 

Name: Duke Choi
Title: Owner/President

By: 

Name: Duke Choi
Title: Chief Financial Officer

Address: 618 E. Cedar Ave., Apt. F
Burbank, CA 91501

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 DEVELOPER'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 _____, 2024 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: _____

** See attached for
notary Public XMA*

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	NUMBER OF PAGES _____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

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 01/06/2025 before me, Nicole Agulto, Notary public
(insert name and title of the officer)

personally appeared Duke Choi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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

Nicole Agulto

(Seal)



CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

DUKE STUDIO INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
DUKE STUDIO INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 26th day of June, 2024 by and between the City of Bell, a California charter city (“City”) and Duke Studio, Inc, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

- A. City requires mobile home parks and housing unit maintenance services.
- B. 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.
- C. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- D. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.
- E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement 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. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” 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, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant 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 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of 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. Consultant shall post job site notices, as prescribed by regulation.

(b) **Prevailing Wages.** Consultant 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, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of

the prevailing rate of per diem wages, and Consultant 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. Consultant 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 Consultant 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 Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant 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. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant 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.”

Consultant's Authorized Initials DC

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant 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. Consultant 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. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant 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 Consultant'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.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods 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 may be caused by City's own negligence.

1.8 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.

1.9 Additional Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 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 Consultant 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 Three hundred fifty five thousand dollars (\$355,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

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 contract retention; (iii) payment for time and materials based upon the Consultant'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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Duke Choi

(Name)

Owner/President

(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 foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant'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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City's Community Development Director and/or the Assistant to the City Manager, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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. 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 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. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with 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. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

(e) Subcontractors. Consultant 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. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and 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. Consultant 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 Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

(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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant 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 Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant 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 Consultant hereunder, Consultant 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant in the performance of professional services 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 Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 three (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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant 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.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant 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) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Consultant 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 Consultant'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.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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 Consultant 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, Consultant shall file a statutory 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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant 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 Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 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.

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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant 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.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that 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. Consultant 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.

Consultant 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 Consultant 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, Consultant 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 Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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.

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 Consultant 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. Consultant 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. Consultant 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. Consultant 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.

Consultant's Authorized Initials DC

9.7 Corporate Authority.

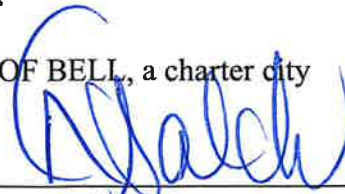
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that 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 BELL, a charter city



Ali Saleh, Mayor

ATTEST:



Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



David J. Aleshire, City Attorney


CONSULTANT:

DUKE STUDIO, INC., a California corporation

By: 

Name: Duke Choi

Title: Owner/President

By: 

Name: Duke Choi

Title: Chief Financial Officer

Address: 618 E. Cedar Ave. Apt. F
Burbank, CA 91501

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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

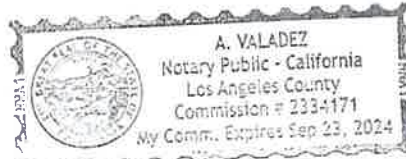
COUNTY OF Los Angeles

On 07-23, 2024 before me, A. Valadez ^{Notary Public} personally appeared Duke Choi, 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: A. Valadez



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

Contract Service Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

07-23-2024

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

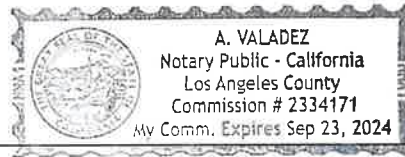
COUNTY OF Los Angeles

On 07-23, 2024 before me, A. Valadez ^{Notary} personally appeared Duke Choi, 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: A. Valadez



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

Contract + Service Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

07-23-2024
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I.** Consultant will provide mobile home parks & housing unit maintenance services (the “Services”) for two mobile home parks (Florence Village Mobile Home Park and Bell Mobile Home Park), and for approximately 64 scattered units (single family/multi-family) at the following locations (“Facilities”):

1. 5246 Florence Ave. Bell, CA 90201 - Florence Village Mobile Home Park (common areas only)
2. 4874 Gage Ave. Bell, CA 90201 - Bell Mobile Home Park (common areas only)
3. 4205 Bell Ave. Bell, CA 90201 - 8 units
4. 5107 Filmore St. Bell, CA 90201 - 1 unit
5. 6624 Flora Ave. Bell, CA 90201 - 11 units
6. 6502 Flora Ave. Bell, CA 90201 - 6 units
7. 4738 Florence Ave. Bell, CA 90201 - 2 units
8. 6629-6633 Pine Ave. Bell, CA 90201 - 9 units
9. 6317 Pine Ave. Bell, CA 90201 - 8 units
10. 6303 Pine Ave. Bell, CA 90201 - 1 unit
11. 6500 Lucille Ave. Bell, CA 90201 - 2 units
12. 6420 Chanslor Avenue – 2 units
13. 6331 Pine Avenue - 1 unit

Consultant will provide mobile home parks & housing unit maintenance services (the “Services”) for two mobile home parks (Florence Village Mobile Home Park and Bell Mobile Home Park), and for approximately 64 scattered units (single family/multi-family) through the provision of the following services:

A. Regular property maintenance, rehabilitation, and correcting deferred maintenance

1. Regular property maintenance, rehabilitation, and correcting deferred maintenance based on a schedule to be developed by Consultant after the execution of this Agreement and subject to the approval of the City's Contract Officer. Consultant shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the janitorial and cleaning services.
2. Seasonal property maintenance shall consist of furnishing all labor, materials and equipment necessary to maintain all serviced areas described herein to include, but not limited to, lightbulb/fixture replacement, patching/paint work, ballast changes/disposal, blind ordering and installation, light plumbing and toilet sealing repair work, AC maintenance, door and lock installation, window and HVAC filter changing, etc. The work shall also include minor roof maintenance and repair services.

B. On call services including but not limited to plumbing, sewer, electrical, painting, carpet repairs, and locks

1. Consultant will have access to and receive maintenance requests from the Bell Properties Resident Portal. Requests that *are less than \$500.00* do not require approval prior to commencing the performance services. Requests that *are over \$500.00* require approval from the City's Contract Officer prior to commencing the performance of services.
 - i. Consultant must respond to maintenance requests through the Bell Properties Resident Portal within twenty four (24) hours if requests are less than \$500.00.
 - ii. Consultant must respond to maintenance requests through the Bell Properties Resident Portal within forty eight (48) hours if requests are more than \$500.00, and therefore, required approval from the City's Contract Officer prior to commencing the performance of services.
2. On-call services including, but not limited to, plumbing, electrical, painting, carpet repairs, lock replacement, door repairs, roof maintenance, weed abatement, trash debris removal, graffiti clean-up, board-up services, fence repair, fence installation.

4. Consultant must provide its written findings from its inspection no later than forty eight (48) hours following the inspection.
 5. The Contract Officer shall in writing, approve, modify, or reject the Consultant's written findings.
 6. The repair/remediation work by the Consultant or its contractor shall be subject to the written request, Task Proposal, and Task Budget requirements listed under Exhibit A.I.B.
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- A. Furnish all materials necessary to maintain mobile home parks/city units.
 - B. Furnish all equipment necessary to maintain mobile home parks/city units.
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- A. Monthly report tracking for all services performed and associated costs
 - B. Task orders via work order system
 - C. Before and after photos of all work performed upon City's request
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:
- A. Project Manager (Duke Chio)
 - B. General Laborer (At the discretion of the consultant)
 - C. Facility Maintenance Technician and Janitorial Technician (At the discretion of the consultant)
 - D. Consultant may utilize qualified and properly licensed sub-contractors to perform work, upon written approval of the City's Contract Officer but the rates herein shall apply.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 7.10, “Liquidated Damages”, is added to read as follows:

7.10. Complaints; Liquidated Damages

(a) Complaints received by the City or through observation by the Contract Officer, regarding the Consultant’s performance will be transmitted to the Consultant’s office either by telephone, facsimile, or e-mail, and handled by the Consultant. Within twenty-four (24) hours of receiving notice of a complaint, the Consultant shall provide the Contract Officer with a follow-up response. A report of the Consultant’s investigation and the corrective action taken shall be made promptly by the Consultant to the Contract Officer. Repeat complaints may be handled by a joint visit to the site by the Contract Officer and the Consultant. Complaints received directly by the Consultant shall be submitted in writing to the City on the day such complaints are received. Consultant shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City within ten (10) days following the end of the month. Repeat complaints of poor service quality of similar nature shall be handled in the manner prescribed below. The foregoing requirements are provided to provide an alternative to Agreement termination for minor performance failures by Consultant. Nothing herein shall waive the right of the City to terminate the Agreement for repeated or material violations of the performance standards.

(b) An initial complaint shall be handled in accordance with the subsection (a) of this Section.

(c) When the Contract Officer determines that additional violations of a similar nature have occurred within any 180 calendar day period, a written complaint shall be filed with the Consultant by the City. The written complaint shall include a description of the complaint of the Consultant’s performance and the assessment of liquidated damages in the amount of \$100 for the first incident, \$200 for the second incident, \$300 for the third incident, and provided that after the fourth incident in any 180 day period the penalty shall go to \$500 per incident.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

TASKS	SUBBUDGET
A. Regular property maintenance, rehabilitation, and correcting deferred maintenance	\$150,000
B. On call services including but not limited to plumbing, sewer, electrical, painting, carpet repairs, and locks	\$100,000
C. Field services including property inspections and tracking all maintenance and repair	\$50,000
Materials (includes a 5% markup)	\$35, 000
TOTAL (annual)	\$ 335,000.00 (annual)
TOTAL FOR 1 YEAR TERM	\$335,000

A. Regular Maintenance Schedule: Contract Officer and Consultant shall meet within 30 days of the Notice to Proceed and develop a schedule for all regular maintenance activities at the Facilities identified in Exhibit A. The maintenance schedule shall be subject to revision by the Contract Officer, with 15 days written notice to the Consultant. Failure of Consultant to meet the schedule shall be subject to liquidated damages per Exhibit B.

B. Establishment of Rates: Consultant shall keep records of all repair work and the cost thereof. After the first year, the parties will consider whether fixed charges can be developed for specific types of maintenance and repair work at the Facilities

II. Within the budgeted amounts for each Task (Maintenance; On call; Field Services), and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

- IV. The City will compensate Consultant for the Services performed upon submission of a monthly 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 Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit "C-1".**

EXHIBIT “C-1”

CONSULTANT’S BILLING RATES

Classification	Hourly Rate	Markup Percent for Materials	On-Call Hourly Rate (outside of normal business hours)
Project Manager / Inspector	\$125.00	5 %	\$200.00
Facility Maintenance Worker	\$125.00	5 %	\$200.00
General Laborer (if needed)	\$125.00	5 %	\$200.00
Janitorial (If needed)	\$125.00	5 %	\$200.00

*Prevailing wages shall be paid to all employees during normal business hours, Monday through Friday 7:00 a.m. to 4:00 p.m.

**Overtime rates shall be paid for on-call work that is required to be performed outside regular business hours. Work from 4:00 p.m. to – 7 p.m. are considered overtime, and hours after 7:00 p.m. are considered double time.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Services shall commence on July 1, 2024 and shall terminate on June 30, 2025, unless earlier terminated pursuant to Article 7 of this Agreement. At the City’s sole option, the City may extend the contract for an additional one (1) year.**

Consultant shall respond to any emergency within one (1) hour during regular operating hours and within two (2) hours outside of regular operating hours. Consultant shall maintain a 24/7 phone number.

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

A. Furnish all materials necessary to maintain mobile home parks on start date of contract.

B. Furnish all equipment necessary to maintain mobile home parks on start date of contract.

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



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 04/05/2024 06/30/2025

Contractor Information

Contractor Name: Duke Studio Inc

Trade Name: Construction & Renovation Technologies

License Type Number: PW-LR-1001155899

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Burbank
Province:

Physical Business Address: 618 E Cedar Ave APT F

Physical Business State: CA

Physical Business Postal 91501
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: Burbank

Mailing Address: 618 E Cedar Ave APT F

Mailing State: CA

Mailing Postal Code: 91501

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: dukestudioinc@gmail.com

Applicant's Email: dukestudioinc@gmail.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: State Fund	Inception Date: 04/05/2024
Policyholder Name: Duke Studio Inc	Expiration Date: April 6, 2025
Policy Number: Your Policy Number 9357365-2024	

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.
- I understand refunds are not authorized

I, duke choi, the undersigned, am , Duke Studio Inc with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:26 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: Duke Studio Inc



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 07-19-2024****GROUP:**
POLICY NUMBER: 9357365-2024
CERTIFICATE ID: 5
CERTIFICATE EXPIRES: 04-06-2025
04-06-2024/04-06-2025**CITY OF BELL**
6330 PINE AVE
BELL CA 90201-1221**NF**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. V. Carl".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2024-04-06 IS ATTACHED TO AND FORMS A PART OF THIS POLICY**

EMPLOYER

DUKE STUDIO INC
618 E CEDAR AVE APT F
BURBANK CA 91501**NF**

[P1Q,HQ]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Combined Commercial Insurance Services 1520 Bridgegate Drive, Suite 108 Diamond Bar, CA 91765 License #: 0M05640	CONTACT NAME: Allison Wojcik PHONE (A/C, No, Ext): (714)599-8168 E-MAIL ADDRESS: allison@combinedhcm.com FAX (A/C, No): (714)599-8169 INSURER(S) AFFORDING COVERAGE INSURER A: Gotham Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Duke Studio Inc. DBA Construction & Renovation Technologies 618 E. Cedar Ave., #F Burbank, CA 91501	NAIC #

COVERAGES**CERTIFICATE NUMBER: 95950391-0****REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL202400020925	04/10/2024	04/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.**CERTIFICATE HOLDER****CANCELLATION****Proof of Insurance.**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ANW)

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
INSURED Duke Studio Inc DBA: Construction & Renovation Technologies 618 E Cedar Ave f Burbank, CA 91501	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Progressive Express Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 10193		

COVERAGES

CERTIFICATE NUMBER: 715270135830059547D041124T183325

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	N	N	979827737	04/11/2024	10/11/2024	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	See ACORD 101 for additional coverage details.	N	N	979827737	04/11/2024	10/11/2024	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Duke Studio Inc 618 E Cedar Ave f Burbank, CA 91501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Duke Studio Inc DBA: Construction & Renovation Technologies 818 E Cedar Ave f Burbank, CA 91501
POLICY NUMBER 979827737		
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 04/11/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$50,000/\$100,000

Description of Location/Vehicles/Special Items

Scheduled autos only

2017 MERCEDES-BENZ SPRINTER WD3PE7CD4HP542030

2008 DODGE SPRINTER WD0PE745485238857

2007 FREIGHTLINER SPRINTER WDYPE745275177276

Liability coverage may not apply to all scheduled vehicles.



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to be 'ARH' followed by a flourish.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



NO FLAT CANCELLATION

DECLARATIONS

POLICY NUMBER: PSM0040005946

UNIQUE MARKET REFERENCES: B087523C9N5051

THE INSURED: Duke Studio Inc

ADDRESS: 618 East Cedar Avenue, Apt f
Burbank, CA 91501
US

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 28 Jun 2024

THE EXPIRY DATE: 00:01 Local Standard Time on 28 Jun 2025

TOTAL PAYABLE: USD1,650.00

Broken down as follows:

Premium: USD1,500.00

Policy Administration Fee: USD150.00

CHOICE OF LAW: California

SERVICE OF SUIT: Mendes & Mount LLP
750 7th Avenue
New York, NY 10019

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Amwins Insurance Brokerage of CA
Licence No. : 0C01319
21550 Oxnard Street #1100 Woodland Hills,
,

RETROACTIVE DATE: 28 Jun 2024

OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualized premium

CLAIMS MANAGER: CFC Underwriting Limited
Please report all new claims to:
newclaims@cfc.com

WORDING: Contractor's Professional (US) v3.1

ENDORSEMENTS: Complaints notice (California)

California Premium:	\$1,500.00
Non-Taxable Fees:	\$195.23
Taxable Fees:	\$150.00
Surplus Lines Tax:	\$49.50
Stamping Fee:	\$2.97

DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION C: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION D: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION E: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION F: DISHONESTY OF EMPLOYEES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION G: PAYMENT OF WITHHELD FEES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

INSURING CLAUSE 2: POLLUTION LIABILITY

NO COVER GIVEN

INSURING CLAUSE 3: CYBER AND PRIVACY

NO COVER GIVEN

INSURING CLAUSE 4: CYBER CRIME

NO COVER GIVEN

INSURING CLAUSE 5: RECTIFICATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD0 each and every claim

INSURING CLAUSE 6: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim

INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim