



AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

May 12, 2026

5:30 P.M. - Closed Session

6:00 P.M. - General Session

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

Individuals interested in speaking at a City Council meeting may find participation instructions on the last page of the agenda.

CALL TO ORDER

5:30 P.M.

Executive Board Room

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Leo Medrano

Mayor Pro Tem Kyle Chang

Council Member Bonnie Peat

Council Member David Burke

Council Member Rachel Strong Carnahan

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

This portion of the meeting is set aside for public comments regarding matters listed under closed session. The City Council cannot discuss or take action on matters not on the agenda during this time however Council members may provide brief responses. Please complete a speaker's card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor or City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Time allotted for public comment is three minutes.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code § 54957.6

Agency Negotiators: Shannon DeLong, City Manager and Stephanie Sikkema, Director of Finance and Administrative Services

Employee Groups: Cypress Employees Association (CEA), Maintenance Employees

Association, Police Officers Association, Police Management Association and unrepresented.

RECONVENE

6:00 P.M.

Council Chambers

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Leo Medrano

Mayor Pro Tem Kyle Chang

Council Member Bonnie Peat

Council Member David Burke

Council Member Rachel Strong Carnahan

INVOCATION

Chaplain Gerardo Arenado, Orange County Fire Authority, Battalion 8

PLEDGE OF ALLEGIANCE

The pledge of allegiance will be led by a member of the City Council.

REPORT OF CLOSED SESSION

The City Attorney will announce reportable actions(s).

PRESENTATIONS

1. Recognize the Graduates of the Cypress Citizens Academy
2. Recognize May 17-23, 2026 as National Public Works Week

ORAL COMMUNICATIONS

This portion of the meeting is set aside for public comments regarding any matter within the jurisdiction of the City Council. Comments on non-agenda items will be heard at this time. Comments related to a specific agenda item will be heard following the staff report for that item and prior to the City Council action, unless the speaker prefers to make the comment during the general public comment period. The City Council cannot discuss or take action on matters not on the agenda for this meeting, but Council members may provide brief responses. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor or City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Time allotted for public comment (subject to change by the presiding officer).

General Public Comment (not on agenda): 3 minutes

Consent Calendar (any or all items): 3 minutes
 Agenda Items (not on consent calendar): 3 minutes per item

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. Recognize May as Jewish American Heritage Month in the City of Cypress

Prepared by: Lisa Berglund, City Clerk

Recommendation: Approve a proclamation recognizing May as Jewish American Heritage Month in the City of Cypress.

2. Approve a Contract Extension for Crossing Guard Services

Prepared by: Jason Machado, Senior Management Analyst

Recommendation:

1. Approve a five-year contract extension with All City Management Services, Inc. for crossing guard services for an amount not to exceed \$1,782,275; and

2. Authorize the City Manager to execute any related documents to the contract extension.

3. Receive and File the Fiscal Year 2025-26 Third Quarter Financial Report and Approve Budget Adjustments

Prepared by: Stephanie Sikkema, Director of Finance and Administrative Services

Recommendation:

1. Receive and file the Third Quarter Financial Report for Fiscal Year 2025-26; and

2. Approve the following budget adjustments:

- Increase General Fund (Fund 111) revenue by \$30,000, for a positive net change of \$30,000;
- Increase Cypress Recreation and Park District General Fund (Fund 212) expenditures by \$4,500; and
- Increase Cypress Recreation and Park District Capital Replacement Fund (Fund 725) expenditures by \$36,000.

4. Approve the City Engineer's Report and Adopt a Resolution Declaring the City Council's Intent to Renew Cypress Corporate Center Landscape Maintenance District No. 1 following a July 14, 2026 Public Hearing

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2026-27; and
2. Adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system and setting the public hearing for July 14, 2026.

5. Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve the Amended and Restated National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement; and
2. Authorize the City Manager to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

6. Approve an Agreement for On-Call Professional Plan Checking Services

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve an agreement with Charles Abbott Associates, Inc. for on-call Professional Plan Checking Services and authorize the City Manager to execute the contract agreement; and
2. Authorize the City Manager to approve annual task orders under this agreement, in an amount not to exceed the adopted annual budget for plan checking services.

7. Approve an Agreement for Youth Sports Officials

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation:

- Approve an agreement with Inland Roundball Officials for youth sports officiating, with an option for two one-year extensions, for a total amount not to exceed \$52,290, and authorize the City Manager to execute the agreement and extensions.

NEW BUSINESS

8. Approve the Leasing and Upfitting of Five Replacement Vehicles

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve a Master Equity Lease Agreement and Addendum, Self-Insurance Addendum, and Government Credit Application with Enterprise Fleet Management, Inc.;
2. Authorize the City Manager to execute the Agreement, supporting documents, and future Amendments to the Agreement; and
3. Approve the leasing and upfitting of five replacement vehicles for an amount not to exceed \$182,964, plus a 5% contingency from Enterprise Fleet Management, Inc. utilizing cooperative purchasing through Sourcewell contract 030122-EFM.

ITEMS REMOVED FROM CONSENT CALENDAR

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Tuesday, May 26, 2026, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the meeting room following adjournment.

I, Lisa Berglund, City Clerk, certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting. Dated May 6, 2026.

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.
2. Attend Virtually via Webinar. Follow this link: <https://attendee.gotowebinar.com/register/7493283249163042398> . Advanced registration is recommended. Kindly mute television or streaming devices you may have on in the background so you can hear when you are queued to speak in real time. This helps avoid delays caused by the meeting's 10-second broadcast delay.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.



= Hand Raise



= Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the meeting record.
4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at www.cypressca.org/watchlive .
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (914) 614-3221 and entering Access Code 409-206-189. No registration or audio pin is necessary.

INVOCATION POLICY

The City Council does not endorse the content of the invocation and does not endorse the invitational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invitational speakers. The City Council's policy on invocations is available from the City Clerk.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

1.

FROM: Lisa Berglund, City Clerk

DATE: 05/12/2026

SUBJECT: Recognize May as Jewish American Heritage Month in the City of Cypress

RECOMMENDATION

Approve a proclamation recognizing May as Jewish American Heritage Month in the City of Cypress.

SUMMARY

Jewish American Heritage Month is observed in May to recognize and celebrate the history, culture, and significant contributions of Jewish Americans to the United States. Established in 2006, this annual observance highlights more than 350 years of Jewish American heritage and acknowledges contributions across government, science, arts, business, and civil rights. Recognition of this month provides an opportunity for the City to promote inclusivity, cultural awareness, and appreciation of the diverse communities that contribute to the nation's history and identity.

DISCUSSION

In 2025, the Cypress City Council declared the month of May as Jewish American Heritage Month. A proclamation has been prepared and is attached for the City Council's consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

APPROVED BY: Shannon DeLong, City Manager





CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

2.

FROM: Mark Lauderback, Chief of Police

DATE: 05/12/2026

SUBJECT: Approve a Contract Extension for Crossing Guard Services

RECOMMENDATION

1. Approve a five-year contract extension with All City Management Services, Inc. for crossing guard services for an amount not to exceed \$1,782,275; and
2. Authorize the City Manager to execute any related documents to the contract extension.

DISCUSSION

All City Management Services, Inc. (ACMS) has provided crossing guard services for the City of Cypress since 1996 and the first term of their current contract expires June 30, 2026. The contract does allow for a five-year extension to be approved administratively, however, given the cost of the services being provided, it is being presented to City Council for consideration.

In 2021, a Request for Proposal (RFP) was distributed to the two known providers of contractual crossing guard services in Orange County. ACMS was selected as the highest rated proposal. ACMS currently provides crossing guard services in thirteen other orange county cities including Garden Grove, Buena Park, Huntington Beach, Costa Mesa and Anaheim. Some cities in Orange County provide crossing guard services in house but it has become increasingly difficult to administer such programs given the nature of the amount of part-time positions needed to staff all of the crossing guard locations. ACMS has provided excellent service and enjoyed an outstanding working relationship with local schools and the Cypress Police Department for the past 30 years.

Per the contract terms, ACMS will continue to provide crossing guard services throughout the city and is responsible for the personnel, training, timekeeping, payroll, workers' compensation insurance, handling of complaints and day-to-day supervision of crossing guards. The company provides equipment and jackets for the crossing guards and is also responsible for filling vacancies at locations when a crossing guard is ill or has taken time off.

The cost for crossing guard services has increased steadily over the past several years due primarily to changes in the California minimum wage. The contract extension includes annual increases that range from 3% - 5%, with a total not to exceed contract amount for the five-year term of just under \$1.8 million. Over the past four fiscal years the total cost for these services has come in 6% to 12% under budget, primarily due to the difficulty in staffing locations as previously mentioned. There are no further contract extensions available under the current contract.

BUDGET IMPACT

The not to exceed amount for year one of the contract is \$329,875.00. Sufficient appropriations will be included in the proposed FY 2026-27 General Fund budget for these services.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Contract Extension Letter
Contract



CITY of CYPRESS

5275 Orange Avenue, Cypress, California 90630 • 714-229-6700 • cypressca.org

May 12, 2026

SENT VIA E-MAIL david@thecrossingguardcompany.com ONLY

Mr. David Mecusker,
Marketing & Contracts Manager
All City Management Services
10440 Pioneer Blvd., Suite 5,
Santa Fe Springs, CA 90670

Subject: Agreement for Contract Services For Crossing Guard Services

Mr. Mecusker:

This will acknowledge receipt of your January 20, 2026 request for an increase in your hourly rate and pricing structure. City staff have carefully reviewed the same and advise you of the following actions in relation to the same.

First, the City and All City Management Services hereby mutually agree to extend the term of the above-reference contract services for an additional five (5) year term effective July 1, 2026 as authorized by Section 3.5 of this contract services agreement which provides: "Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2026. If the City and Contractor mutually agree on pricing and terms, the parties may extend the contract for one additional five-year term."

Second, City staff have also carefully reviewed your requested rate increase and find the same is warranted under the terms of the contract services agreement. Accordingly, City and All City Management Services hereby mutually agree that Scheduled "C" of the contract services agreement is amended, in its entirety, as attached hereto and as titled "Amended Schedule of Compensation." It is further mutually agreed that Schedules "A," "B," and "D," of the contract services agreement shall remain in full force and effect as well as all other provisions of the contract services agreement not otherwise mentioned herein.

Please confirm your mutual agreement to the foregoing by executing the attached copy of this authorization and returning the same to the undersigned. The City appreciates your prior performance under the contract services agreement and looks forward to your continued performance of the same.

Regards,

Shannon DeLong
City Manager

Leo Medrano, Mayor

Kyle Chang, Mayor Pro Tem - David Burke, Council Member - Bonnie Peat, Council Member - Rachel Strong Carnahan, Council Member



CITY of CYPRESS

5275 Orange Avenue, Cypress, California 90630 • 714-229-6700 • cypressca.org

APPROVED & AGREED TO:
All City Management Services, Inc.
a California corporation

By: _____

Title: _____

THE PARTY EXECUTING THIS SIGNATURE WARRANTS AND REPRESENTS AUTHORITY TO DO SO
ON BEHALF OF ALL CITY MANAGEMENT SERVICES

Leo Medrano, Mayor

Kyle Chang, Mayor Pro Tem - David Burke, Council Member - Bonnie Peat, Council Member - Rachel Strong Carnahan, Council Member



CITY of CYPRESS

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EXHIBIT “C”

SCHEDULE OF COMPENSATION

Fiscal Year	Per Hour Guard Hourly Rate
2026-2027	\$27.03
2027-2028	\$28.38
2028-2029	\$29.32
2029-2030	\$30.20
2030-2031	\$31.11

Not to exceed amount per contract year is as follows:

Year 1: \$329,875

Year 2, \$346,350

Year 3, \$357,822

Year 4: \$368,561

Year 5: \$379,667

Five Year total: \$1,782,275

Leo Medrano, Mayor

Kyle Chang, Mayor Pro Tem - David Burke, Council Member - Bonnie Peat, Council Member - Rachel Strong Carnahan, Council Member

CITY OF CYPRESS **AGREEMENT FOR CONTRACT SERVICES FOR** **CROSSING GUARD SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 28th day of June, 2021, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and All City Management Services Inc., a California corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million Five Hundred and Ninety Two Thousand and Seventy Nine Dollars (\$1,592,079) ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall

also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Baron Farwell, President/General Manager is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Operations Division Captain, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled,

the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

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

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

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This

indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Contractor shall promptly notify the City should Contractor 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 thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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 Orange, State of California. 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 Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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.

7.4 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 written notice to Contractor. In addition, the Contractor may terminate this Contract at any time for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor 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. Contractor shall take affirmative action to ensure 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

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

8.3 Notice. 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 Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 Attorney's 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, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be

consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

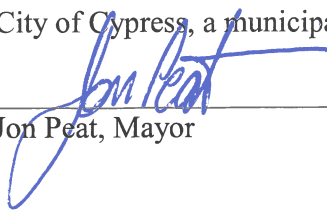
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

[Signatures on the following page.]

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

CITY:

City of Cypress, a municipal corporation


Jon Peat, Mayor

ATTEST:


Alisha Farnell, City Clerk

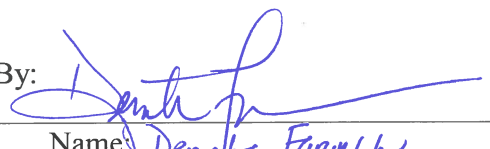
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Fred Galante, City Attorney

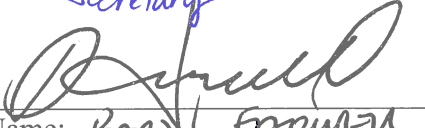
CONTRACTOR:

All City Management Services Inc.

By:


Name: Demetra Fargnoli
Title: Secretary

By:


Name: Brian Farnsworth
Title: President

Address: 10440 Pioneer Boulevard, Suite 5
Santa Fe Springs , CA 90670

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On June 17th, 2021 before me, Hellen Mugis (Notary Public), personally appeared Demetra Farwell, 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: _____



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor shall provide crossing guard services at locations and times determined by City's Police Department. City reserves the right, in its sole and absolute discretion, to change the locations of Contractor's crossing guards. Additional locations may be added for summer sessions at the direction of the City. As of the effective date of this Agreement, Contractor shall provide crossing guard services, including but not limited to staffing, management and posting of at least one (1) crossing guard per location listed under Exhibit "D"
- II. Contractor shall provide crossing guards with all necessary and required safety equipment, which shall be worn and kept on each crossing guard's person at all times while on duty. Safety Equipment shall include, but not be limited to: an ANSI approved safety vest; uniform shirt with contractor's identifiable patch or badge; visible, hand-held stop sign; a brass or plastic whistle; and high visibility rain coat. Apparel must be appropriate for all weather conditions. Apparel and equipment shall be approved by City's Police Department Traffic Unit Supervisor.
- III. Contractor's crossing guards shall perform the following specific services:
 - a. Halt vehicles when necessary by mechanical and hand signal to permit children to cross streets and roads safely;
 - b. Maintain order among children assembled at street and road crossing points and permit them to cross only when they can do so safely;
 - c. Report to the Cypress Police Department the license plate numbers of motor vehicles who violate traffic laws or crossing guard instructions;
 - d. Make children aware of the elements of traffic safety and operation of pedestrian controls; and
 - e. Report to school authorities the names of children who do not follow safety regulations.
- IV. Contractor shall provide training, at no cost to the City, for its crossing guards in accordance with all state or local laws, ordinances, or regulations. Crossing Guards shall be tested annually to ensure they meet all required laws, ordinances, or regulations. Contractor shall maintain all records documenting training for all crossing guards, which records shall be available for inspection and copying by City.
- V. Contractor shall provide supervisory personnel, at no cost to the City, to ensure that all crossing guard locations are staffed during the required or appropriate times and that all crossing guards are providing services in accordance with Contractor's training.
- VI. Contractor shall provide adequate reserve personnel to staff locations left vacant by illness, injury, or by personnel who fail to report for work. In the event a location is not staffed, the Contractor agrees to pay or, in the alternate, reduce monthly billing by \$100.00 for any portion of one hour not staffed by the contractor. Contractor shall be responsible for all time keeping and payroll functions related to crossing guard wages and benefits.

- VII. City reserves the right, in its sole and absolute discretion, to require Contractor to remove or reassign a crossing guard for the convenience of City
- VIII. The Contractor shall not employ any person as a Crossing Guard who has been convicted of a drug offense, sex offense, felony for violent crimes, felony related to any acts against children, or is otherwise prohibited from working with children.

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Delete Section 3.4 and replace with the following:

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2026. If the City and Contractor mutually agree on pricing and terms, the parties may extend the contract for one additional five-year term.

II. Delete Section 5.1(d)

~~Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.~~

III. Add section 5.3(d)

5.3 (d) - Notwithstanding anything in this section to the contrary, however, in the event that a court or jury determines that liability with respect to any Loss was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Loss based upon the parties' respective degrees of culpability, as determined by the court or jury, and Contractor's duty to indemnify the City, its officers, agents, employees will be limited accordingly.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Fiscal Year	Per Hour Guard Hourly Rate
2021-2022	\$22.61
2022-2023	\$24.09
2023-2024	\$24.09
2024-2025	\$25.74
2025-2026	\$25.74

Not to exceed amount per contract year is as follows:

Year 1: \$294,405

Year 2, \$313,676

Year 3, \$313,676

Year 4: \$335,161

Year 5: \$335,161

Five Year total: \$1,592,079

Year 6-10: If the City and Contractor mutually agree on pricing and terms, the parties may extend the contract for one additional five-year term.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

The following table identifies the locations, days and times where crossing guards will be stationed. City reserves the right, in its sole and unfettered discretion, to adjust the days and times of crossing guard services based upon annual individual school schedules. Additional locations may be added for summer sessions at the direction of the City. As of the effective date of this Agreement, the crossing guard schedule of performance is established as follows:

See Following Page

City of Cypress - Crossing Guard Locations

Location	MON	TUE	WED	THU	FRI
1 Ball/Valley View	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:50 AM - 8:50 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM
2 Fred/Valley View	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:50 AM - 8:50 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM	7:10 AM - 8:10 AM 2:25 PM - 3:25 PM
3 Orange / Grindlay	7:55 AM - 9:10 AM 2:35 PM - 3:20 PM	6:45 AM - 8:00 AM 2:35 PM - 3:20 PM	6:45 AM - 8:00 AM 2:35 PM - 3:20 PM	6:45 AM - 8:00 AM 2:35 PM - 3:20 PM	6:45 AM - 8:00 AM 2:35 PM - 3:20 PM
4 Newman/ Denni	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 12:45 PM - 1:40 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM
5 Ball/Denni	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 0.364583 12:45 PM - 2:00 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM
6 Denni/ Via Majorca	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 12:45 PM - 2:00 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM	7:35 AM - 8:45 AM 1:50 PM - 2:50 PM
7 Orange/Denni	7:30 AM - 8:30 AM 1:50 PM - 2:50 PM	7:30 AM - 8:30 AM 1:50 PM - 12:50 PM	7:30 AM - 8:30 AM 1:40 PM - 2:50 PM	7:30 AM - 8:30 AM 1:50 PM - 2:50 PM	7:30 AM - 8:30 AM 1:50 PM - 2:50 PM
8 Moody/Myra	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM	12:50 PM - 1:40 AM	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM
9 Orange/Valley View	7:30 AM - 8:30 AM 2:00 PM - 2:45 PM	7:30 AM - 8:30 AM 2:00 PM - 2:45 PM	7:30 AM - 8:30 AM 12:30 PM - 1:30 PM	7:30 AM - 8:30 AM 2:00 PM - 2:45 PM	7:30 AM - 8:30 AM 2:00 PM - 2:45 PM
10 Moody/Merten	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 12:45 PM - 1:30 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM
11 Moody /Lincoln	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 12:45 PM - 1:30 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM	7:30 AM - 8:45 AM 2:00 PM - 2:45 PM
12 Walker/Aspen	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 12:45 PM - 1:35 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM
13 Ball/Moody	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 12:45 PM - 1:35 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM
14 Ball/Walker	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 12:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM
15 Ball/Graham	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 12:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM
16 Graham/Aspen	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 12:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM	7:30 AM - 8:35 AM 1:45 PM - 2:45 PM
17 Cerritos/Valley View	7:30 AM - 8:30 AM 2:10 PM - 3:10 PM	7:30 AM - 8:30 AM 2:10 PM - 3:10 PM	7:30 AM - 8:30 AM 1:15 PM - 2:15 PM	7:30 AM - 8:30 AM 2:10 PM - 3:10 PM	7:30 AM - 8:30 AM 2:10 PM - 3:10 PM
18 Condee/Marion	7:30 AM - 8:30 AM 2:30 PM - 3:30 PM	7:30 AM - 8:30 AM 2:30 PM - 3:30 PM	7:30 AM - 8:30 AM 1:15 PM - 2:15 PM	7:30 AM - 8:30 AM 2:30 PM - 3:30 PM	7:30 AM - 8:30 AM 2:30 PM - 3:30 PM
19 Bloomfield/Cerritos	7:25 AM - 8:40 AM 10:35 AM - 12:20 PM 2:05 PM - 3:20 PM	7:25 AM - 8:40 AM 10:35 AM - 12:20 PM 2:05 PM - 3:20 PM	7:25 AM - 8:10 AM 10:35 AM - 11:35 PM 2:05 PM - 2:50 PM	7:25 AM - 8:40 AM 10:35 AM - 12:20 PM 2:05 PM - 3:20 PM	7:25 AM - 8:40 AM 10:35 AM - 12:20 PM 2:05 PM - 3:20 PM
20 Cerritos/Almond	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:35 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM
21 Holder/Mt. Whitney	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:35 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM	7:30 AM - 8:15 AM 10:25 AM - 12:05 PM 2:15 PM - 3:00 PM
22 Grindlay/Hickory	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

3.

FROM: Stephanie Sikkema, Director of Finance and Administrative Services

DATE: 05/12/2026

SUBJECT: Receive and File the Fiscal Year 2025-26 Third Quarter Financial Report and Approve Budget Adjustments

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Receive and file the Third Quarter Financial Report for Fiscal Year 2025-26; and
2. Approve the following budget adjustments:

Increase General Fund (Fund 111) revenue by \$30,000, for a positive net change of \$30,000;

Increase Cypress Recreation and Park District General Fund (Fund 212) expenditures by \$4,500; and

Increase Cypress Recreation and Park District Capital Replacement Fund (Fund 725) expenditures by \$36,000.

SUMMARY

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

DISCUSSION

The Quarterly Report attached summarizes the overall financial performance of the City for the period of July 1, 2025 through March 31, 2026, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Cypress Recreation and Park District General Fund and Capital Project Funds.

BUDGET IMPACT

The proposed budget amendment has a positive impact on the General Fund of \$30,000. Proposed changes to the General Fund are summarized in Table 1 and changes to other funds are summarized in Table 2.

Table 1. Proposed Changes to General Fund

General Fund	Current Budget (\$)	Proposed Amendment (\$)	Amended Budget
REVENUE			
Property Taxes	14,794,000		14,794,000
Sales Taxes	13,080,000		13,080,000
Other Taxes	5,395,000		5,395,000
Interfund Charges	2,948,489		2,948,489
Use of Money and Property	2,225,739		2,225,739
Franchise Taxes	2,080,000		2,080,000
Charges for Services	1,396,043		1,396,043
Licenses and Permits	968,185	30,000	998,185
From Other Agencies	634,107		634,107
Fines and Forfeitures	253,000		253,000
Other Revenue	182,195		182,195
Total Revenue	\$43,956,758	\$30,000	\$43,986,758
EXPENDITURES			
Police	24,145,975		24,145,975
Public Works	9,102,767		9,102,767
City Council & Mgmt	4,515,984		4,515,984
Finance/ Admin Svcs	2,924,082		2,924,082
Community Development	1,819,687		1,819,687
Total Expenditures	\$42,508,495		\$42,508,495
Revenue Less Expenditures	1,448,263	30,000	1,478,263
Net Transfers	(3,076,759)	0	(3,076,759)
Net Change in Fund Balance	(\$1,628,496)	\$30,000	(\$1,598,496)
Beginning Fund Balance	37,436,094		37,436,094
Est. Ending Fund Balance	\$35,807,598		\$35,837,598

Table 2. Proposed Changes to Other Funds

Fund	Current Budget (\$)	Proposed Amendment (\$)	Amended Budget (\$)
Fund 212 - CRPD - General Fund			
Revenue	10,042,235		10,042,235
Expenditures	14,189,187	4,500	14,193,687
Fund 725 - CRPD Capital Replacement Fund			
Revenue	211,176		211,176

Expenditures	288,903	36,000	324,903
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LEGAL REVIEW

None required.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Quarterly Financial Report

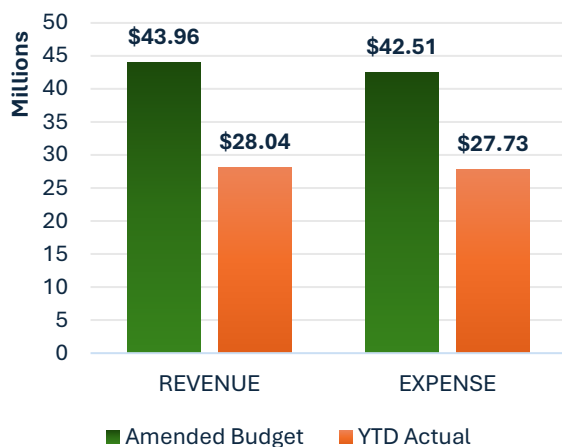
This report summarizes the overall financial performance of the City for the period of July 1, 2025, through March 31, 2026, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Cypress Recreation and Park District General Fund and Capital Project funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include adjustments for carryovers and any appropriations made as of March 31, 2026. The information presented reports revenues as they are received and expenses when paid. Revenues and expenses are only accrued at year end to account for such activity in the correct fiscal year.

City General Fund Overview

Based on the nine months of the fiscal year, the city has received 62% of its budgeted revenue and spent 59% of its budgeted expenses. As of March 31, 2026, expenses exceeded revenue which is typical for this time of year.

Chart 1. General Fund Revenue & Expenses



General Fund Revenue

Many revenue payments (including sales taxes, franchise taxes, transient occupancy taxes, and interest earnings) lag on to two months. Thus, 58% to 67% of revenues are typically received by this time of year. Revenue (as a percentage of budget) is 64%, which is about the same as last fiscal year to-date.

Table 1. Summary of General Fund Revenue

General Fund Revenue (In \$ Millions)	Amended Budget	Actual YTD	% of Budget
Property Taxes	14.79	8.73	59%
Sales Taxes	13.08	8.75	67%
Other Taxes	5.40	3.76	70%
Interfund Charges	2.95	1.73	59%
Use of Money and Property	2.23	1.68	75%
Franchise Taxes	2.08	0.89	43%
Charges for Services	1.40	1.06	76%
Licenses and Permits	0.97	1.00	103%
From Other Agencies	0.63	0.14	22%
Fines and Forfeitures	0.25	0.15	60%
Other Revenue	0.18	0.15	82%
Total Revenue	\$43.96	\$28.04	64%

Sales taxes and property taxes combined make up over 63% of General Fund revenue. While property tax tends to be stable and grow at generally predictable rates, sales tax receipts are more volatile and fluctuate with the economy.

Most other revenue sources are in line with budget. However, Licenses and Permits are trending over budget and proposed to be increased by \$30,000.

Overall, General Fund revenues for FY 2025-26 are projected to exceed expectations by \$30k. The proposed increases in revenue are included in the proposed amendment.

General Fund Expenditures

As of the third quarter, all departments are trending under budget (less than 75%).

Table 2. Summary of General Fund Expenditures

General Fund Expenditures (\$ Millions)	Amended Budget	Actual YTD	% of Budget
City Council & Mgmt.	4.52	2.60	58%
Community Development	1.82	1.02	56%
Finance/ Admin Svcs	2.92	1.83	63%
Police	24.15	16.53	68%
Public Works	9.10	5.75	63%
Total Expenditures	\$42.51	\$27.73	65%

Proposed adjustments to the General Fund:

There are not any proposed changes to General Fund expenditures at this time.

Fund Balance Overview for City General Fund

As of July 1, 2025, the General Fund had a beginning fund balance of \$37.44 million – \$6 million over the adopted budget. Based on the current projection, the General Fund will have an ending fund balance of \$35.84 million.

Table 3. General Fund, Fund Balance

General Fund Fund Balance (FB) (In \$ Millions)	Adopted Budget	Current Projection	Inc./ (Dec.)
Beginning FB	31.40	37.44	6.04
Rev. Less Exp.	1.68	1.48	(0.20)
Net Transfers	(2.02)	(3.08)	(1.06)
Estimated Ending FB	\$31.06	\$35.84	\$4.78

Cypress Recreation and Park District (CRPD) General Fund (GF) Overview

Revenues and expenditures for the District are summarized in Table 4. As of March 31, 2026, revenues are at 65% and expenditures are at 38% of the Amended Budget.

Table 4. Recreation & Park District General Fund

CRPD General Fund (\$ Millions)	Amended Budget	Actual YTD	% of Budget
REVENUE			
Property Taxes	7.62	5.15	68%
Use of Money and Property	1.06	0.69	65%
Charges for Services	0.79	0.60	76%
From Other Agencies	0.58	0.07	11%
Other Revenue	0.00	0.02	0%
Total Revenue	\$10.04	\$6.53	65%
EXPENDITURES			
Personnel Costs	2.94	1.86	63%
Supplies and Services	3.99	2.21	55%
Interfund Charges	0.35	0.26	75%
Debt Service	2.00	0.00	0%
Capital Project Costs	4.62	0.88	19%
Total Expenditures	\$13.90	\$5.21	38%

Typically, operating expenditures are less than 75% at this time of year due to a lag in non-personnel expenditures (which includes contract costs for landscaping and custodial services).

Proposed adjustments to the District:

District General Fund

The new EV Charging stations at Arnold Cypress Park require an annual subscription to remain operational. An Additional \$4,500 is requested to extend the subscription through the end of the fiscal year.

District Capital Replacement Fund

Fencing for Community events was planned to be purchased in FY2026-27, however; it is needed ahead of the upcoming Salute to America celebration so \$36,000 is proposed to be added to the current year's budget.

District General Fund, Fund Balance

The District's fund balance is projected to decrease by \$4.15 million due to capital expenses and outstanding loans due to the City. However, excluding capital and loan repayments (\$6.62 million), the District has positive revenue less expenditures of \$2.47 million.

Table 5. Recreation & Park District Fund Balance

District General Fund Fund Balance (FB) (\$ Millions)	Actual 6/30/2025	Projection 6/30/2026	Inc./ (Dec.)
Revenue	\$10.51	\$10.04	(\$0.47)
EXPENDITURES			
Operating Budget	6.00	7.28	1.28
Transfers Out	0.17	0.29	0.12
Subtotal Operating Expenditures	\$6.17	\$7.57	\$1.39
Capital Expenses	22.16	4.62	(17.54)
Debt Service	0.69	2.00	1.31
Subtotal Capital & Debt	\$22.85	\$6.62	(\$16.23)
Total Expenditures	\$29.03	\$14.19	(\$14.84)
Revenue Less Expenditures	(18.52)	(4.15)	14.37
Beginning FB	(2.91)	(21.43)	(18.52)
Estimated Ending FB	(\$21.43)	(\$25.57)	(\$4.15)

As of June 30, 2025, the principal balance was \$3.2 million for Lexington Park and \$30.5 million for Arnold Cypress Park. Future repayments for Lexington Park are determined by the availability of park development revenues. Repayments for Arnold Cypress Park are \$2 million per year, inclusive of interest (2.0% per annum).

Capital Projects Overview

The table below provides a status of the City's capital improvement projects.

Table 6. Summary of Capital Projects

Capital Projects (\$ Millions)	Amended Budget	Actual YTD	% of Budget
Street Projects	1.96	0.07	3.7%
Storm Drainage Projects	28.99	0.75	1.5%
Parkway Projects	1.11	0.54	10.9%
Public Facility Projects	3.36	1.39	6.0%
Grand Total	\$35.42	\$2.75	7.8%

Capital project expenditures vary based on project timelines and construction schedules. No adjustments are currently recommended.

Other Recommended Budget Amendments

There are not any other proposed changes to other funds.

Conclusion

This summary report is derived from detailed financial information generated by the City's Finance & Administrative Services Department. For more information regarding the City's finances, please visit www.cypressca.org.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/12/2026

SUBJECT: Approve the City Engineer's Report and Adopt a Resolution Declaring the City Council's Intent to Renew Cypress Corporate Center Landscape Maintenance District No. 1 following a July 14, 2026 Public Hearing

RECOMMENDATION

1. Approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2026-27; and
2. Adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system and setting the public hearing for July 14, 2026.

DISCUSSION

The City formed a Maintenance District in 1985 covering all properties bounded by Katella Avenue, Knott Street, Valley View Street, and the Stanton Storm Channel. The Maintenance District provides for maintenance of the landscape berm adjacent to the Channel. The City maintains the berm primarily through a contract, which includes trimming plants four times a year and irrigation repairs.

Nineteen parcels owned by four property owners are assessed annually on a per-acre basis (Attachment E and F of the City Engineer's Report). The assessment funds the maintenance and irrigation of the landscape berm. The annual assessment is a routine process established 40 years ago.

Pursuant to the Landscaping and Lighting Act, the City Engineer prepares an annual report to file with the City Clerk outlining the Maintenance District renewal. The recommended Resolution approves the City Engineer's Report and declares the City Council's intention to renew Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2026-27 and sets the public hearing for July 14, 2026.

BUDGET IMPACT

Renewal includes a maximum assessment of \$109,463 for the parcels adjacent to the berm. The assessment is distributed based on each parcel's square footage. The assessment reflects a 3.4% CPI increase from FY 2025-26. Estimated FY 2026-27 maintenance costs and indirect support from the City are \$143,068, which exceeds the assessment by \$33,605. The Maintenance District No. 1 Fund has sufficient accumulated balances available from prior year assessments to pay for costs above the recommended FY 2026-27 assessment.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

APPROVED BY: Shannon DeLong, City Manager

Attachments

City Engineer's Report
Resolution

CITY ENGINEER'S REPORT

for

**CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE
DISTRICT NO. 1
FISCAL YEAR 2026-27**

A handwritten signature in black ink, appearing to read "Daniel Co", positioned above a horizontal line.

**Daniel Co, P.E.
City Engineer
City of Cypress**

May 2026

CITY ENGINEER'S REPORT
MAINTENANCE ASSESSMENT DISTRICT FOR BERM

This document consists of the following documents:

Attachment A.....Landscape Maintenance Specifications
Specifications for the improvements are filed with the City Engineer and are available for review at the Public Works counter. Although separately bound, the specifications are a part of this report and are included in it by reference.

Attachment B..... Landscape Plan and Section
Plans showing existing and proposed landscape maintenance improvements.

Attachment C Master Irrigation Plan
Plans showing existing and proposed irrigation improvements

Attachment D Maintenance Cost Estimate
An estimate of the cost of improvements, including direct and indirect costs.

Attachment E..... Diagram of Proposed Assessment District
A diagram showing all the parcels of real property within this assessment district.

Attachment F..... Assessment Distribution Cost Estimate
An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district as shown in Attachment E.

CITY ENGINEER'S REPORT

for

**CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE
DISTRICT NO. 1
FISCAL YEAR 2026-27**

**ATTACHMENT A
LANDSCAPE MAINTENANCE SPECIFICATIONS**

A handwritten signature in black ink, appearing to read 'Daniel Co', is positioned above a horizontal line.

**Daniel Co, P.E.
City Engineer
City of Cypress**

May 2026

LANDSCAPE MAINTENANCE SPECIFICATIONS

A. SPECIAL PROVISIONS

1. Scope of Work

Contractor shall furnish all labor, equipment, materials and supervision to perform landscape maintenance as described herein including, but not limited to, the following:

- a. Weeding and cultivating
- b. Fertilizing
- c. Trimming, pruning, training
- d. Watering
- e. Insect, varmint and pest control
- f. Plant replacement
- g. Clean-up
- h. Tree tying and restaking
- i. Reports
- j. Irrigation repair
- k. Other duties related to maintenance of landscape and irrigation system

2. Working Hours

- a. Maintenance work shall occur between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.
- b. Special maintenance, if required, shall be by written authorization from the Director of Public Works or his designated representative.

3. Workmanship

The Contractor shall ensure that:

- a. Work shall be performed by competent persons, supervised by a competent supervisor, with experience and technical training in landscape maintenance work.
- b. Pesticide operations, where required, shall be by a state licensed pest control operator.

4. Quality of Work and Material

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection by the City. All materials used shall be approved in advance by the Director of Public Works or his designated representative.

5. Damages

The Contractor will report, without delay, any damage to equipment or property and shall be held responsible for the replacement of any such damage caused by his act hereunder. Repairs to the landscape and irrigation system resulting from damage by other than the Contractor's operations shall be reported promptly to the City. The Contractor shall make repairs immediately and shall be liable for secondary damage caused to landscaped areas. This includes dead plant material caused by lack of water. Replacement of all plant materials, shrubs, ground cover, mulch and/or other plants, shall be the responsibility of the Contractor. The Contractor shall not be liable for damages caused by vandalism. Any repair for vandalism will be included in the section under Extra Work, except as follows: It is estimated that seventy five (75) sprinkler heads per year will have to be repaired or replaced due to vandalism. The cost of repairing or replacing of up to 75 heads, including comparable parts, labor and equipment, will be included in the normal scope of the work. Damaged sprinkler heads, in part or whole, shall be returned to the City representative.

6. Cleaning

The Contractor shall maintain the premises clean of debris and litter at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises.

7. Statement of Contractor's Work Responsibilities

a. Ground Cover Areas

1. All weeds shall be removed as they appear. A broad spectrum pre-emergent weed control shall be applied per manufacturer's specifications to shrub beds and ground cover beds in the spring and fall, and additional weed control shall be initiated as necessary to maintain a weed-free condition.
2. Morning Glory and grass infestations shall be treated immediately when observed by spot treating. Product shall be reviewed and approved by the Director of Public Works or his

designated representative prior to application.

3. Herbicides: Use of Roundup, Kleenup, Accord, Imitator, Eraser, Pronto, Rodeo, or other herbicides containing Glyphosate is not permitted.
4. Fertilize twice yearly with a rate of application of 2.5 pounds actual Nitrogen per 1,000 square feet with an appropriate fertilizer 5-10-5, or an approved equal, in March and September.
5. Trim and edge as necessary to restrict growth from encroaching into adjacent areas. Trim around sprinkler heads to maintain an unobstructed and uniform application of water. Growth retardants, if properly applied, may be used. Permission to be obtained from Director of Public Works or his designated representative before applying.
6. Irrigate as required to maintain vigorous growth and healthy appearance.
7. Control pests, including rodents, snails and diseases continuously, to provide a healthy environment for plants.

b. Shrubs and Trees

1. Trim, shape and prune to maintain a neat and healthy appearance. Prior to trimming, shaping or pruning, contact the City's representative for the proper shaping of specific varieties.
2. Annually, thin out, shape and head back all trees and shrubs as needed. Contact City's representative before commencing work.
3. Control pests and diseases as needed to provide healthy environment for trees and shrubs.
4. Remove all dead, diseased or damaged branches back to a side branch.
5. Stake, retie and support trees when necessary.
6. All ties shall be checked frequently to avoid girdling.
7. Ground cover shall be cut back from trees and shrubs a minimum of six (6) inches.

8. Application of an iron chelate fertilizer shall be used as needed throughout the year, to maintain healthy, vigorous growth and foliage.

c. General Landscape Conditions

1. All operations conducted by the Contractor shall be done with concern for maximum safety to the public.
2. Leaves, paper, weeds and other debris shall be removed weekly from landscaped areas and disposed off-site.
3. Contractor shall clean any areas littered or soiled by his maintenance operations to a standard acceptable to the Director of Public Works or his representative.
4. Notification of all "specialty types" maintenance operations shall be given to the City 48-hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as: fertilization, pre-emergence weed control, all pesticide applications except spot treatment, and other types of plant replacements.
5. Contractor is required, as part of this agreement, to furnish all materials to accomplish maintenance in accordance with these specifications. Contractor is further required to adequately stock items that are frequently used.
6. Contractor shall maintain an office with phone service during normal hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is further required to provide City with a 24-hour emergency number for contact outside normal working hours. The response time to an emergency call-out by the Contractor shall not be more than one (1) hour and shall be considered part of the normal contract work.
7. Contractor shall apply herbicides per State and County Codes and only when approved by the Director of Public Works or his designated representative.
8. Contractor shall replace or replant any ground cover shrubs or trees damaged by any pesticide used in the course of the job. This shall be at no extra charge to the City.

d. Reports

1. Sprinkler Irrigation Reports

The Contractor shall furnish monthly sprinkler irrigation reports. Controllers shall be checked weekly to insure their proper operation and any malfunctions reported to the City's representative. Non-working heads, broken risers, stations failing to turn on or off as dictated, leaking valves, main line leaks, controllers failing to keep time are all examples of irrigation failures. These failures shall be included in the above reports.

2. Periodic Maintenance Schedules

The Contractor shall furnish monthly maintenance schedules that include planned activities for all persons performing any function of the contract.

e. Maintenance of Fence and Orange County Flood Control District Maintenance Road

1. If it is found that the Orange County Flood Control District (OCFCD) fence south of the berm is damaged or vandalized to permit trespass, or if weed abatement is needed on the OCFCD Maintenance Road, the Contractor shall notify the City representative promptly and the City will notify the appropriate OCFCD Authorities to correct the deficiency.

B. SPECIFIC METHODS OF PERFORMING IRRIGATION WORK

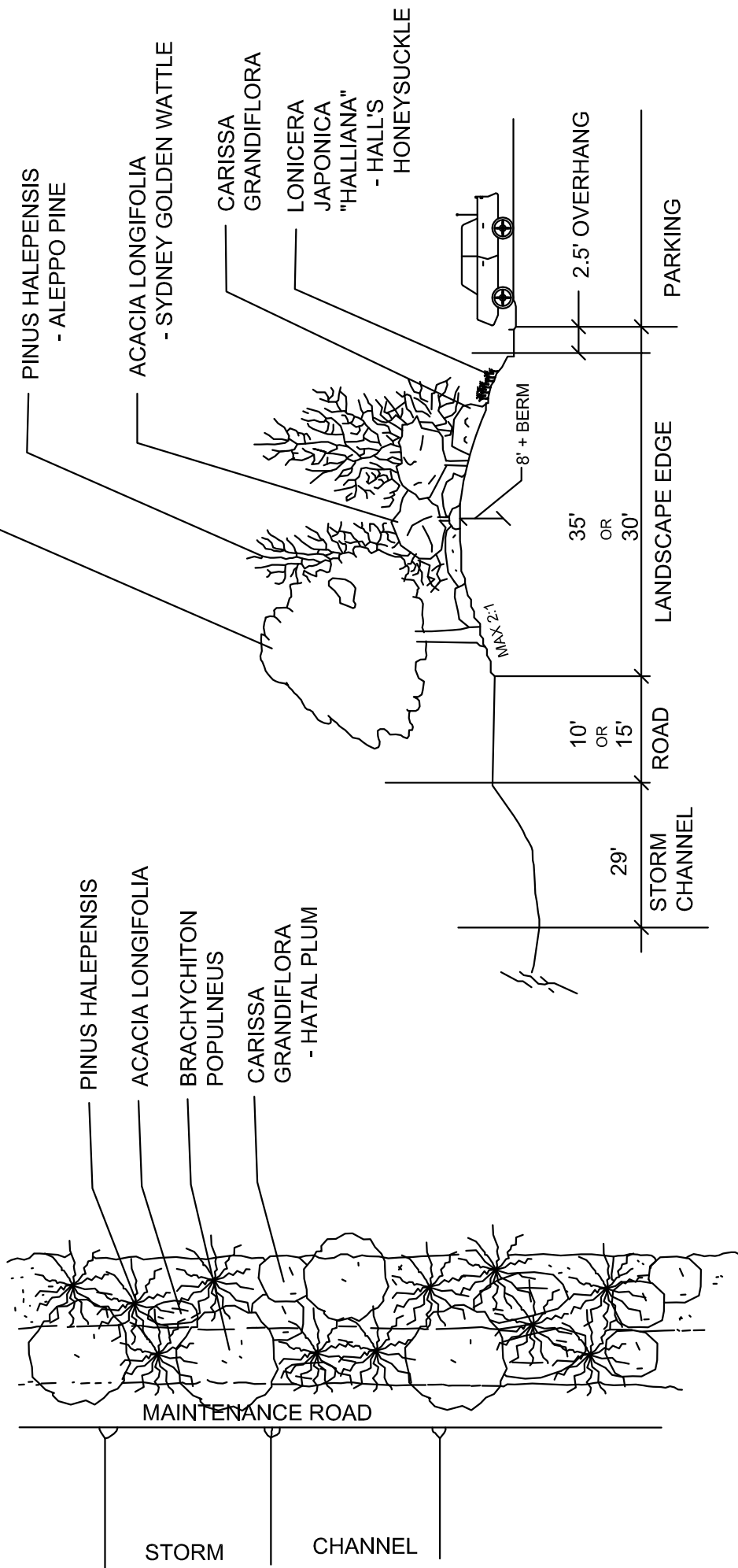
1. Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
2. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the Director of Public Works.
3. The Contractor shall regularly inspect the operation of the system for any malfunction. The Contractor shall maintain all sprinkler systems, at no additional cost to the City, in such a way as to guarantee proper coverage and full working capabilities and make whatever adjustments may be necessary

to prevent excessive runoff into adjacent areas.

4. Care shall be exercised to prevent a waste of water and erosion of slopes.
5. The Contractor shall be responsible for the maintenance and repair of all valves, heads, wire, automatic controllers, backflow devices, quick couplers and any other irrigation equipment in the project area.
6. The Contractor is not responsible for the payment of water bills unless negligent or excessive in his use. A heavy increase of water usage indicates negligence on the Contractor's part, in which case, the additional cost will be charged against him.
7. Landscaped slopes shall be irrigated, as required, to maintain horticulturally accepted growth and color and to promote deep rooting.
8. It is the responsibility of the Contractor to make annual Backflow Device reports to be submitted to the County of Orange and Golden State Water Company. Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Collection basins shall be maintained during the establishment period.

C. LANDSCAPE MAINTENANCE ACTIVITIES

1. Contractor shall perform clearance and trimming on both sides of the berm four (4) times per year.
2. An allowance for irrigation repair and planting on a time and materials basis has been provided to the Contractor.
3. Contractor shall provide for maintenance of backflow devices at least one time per year.



PLAN

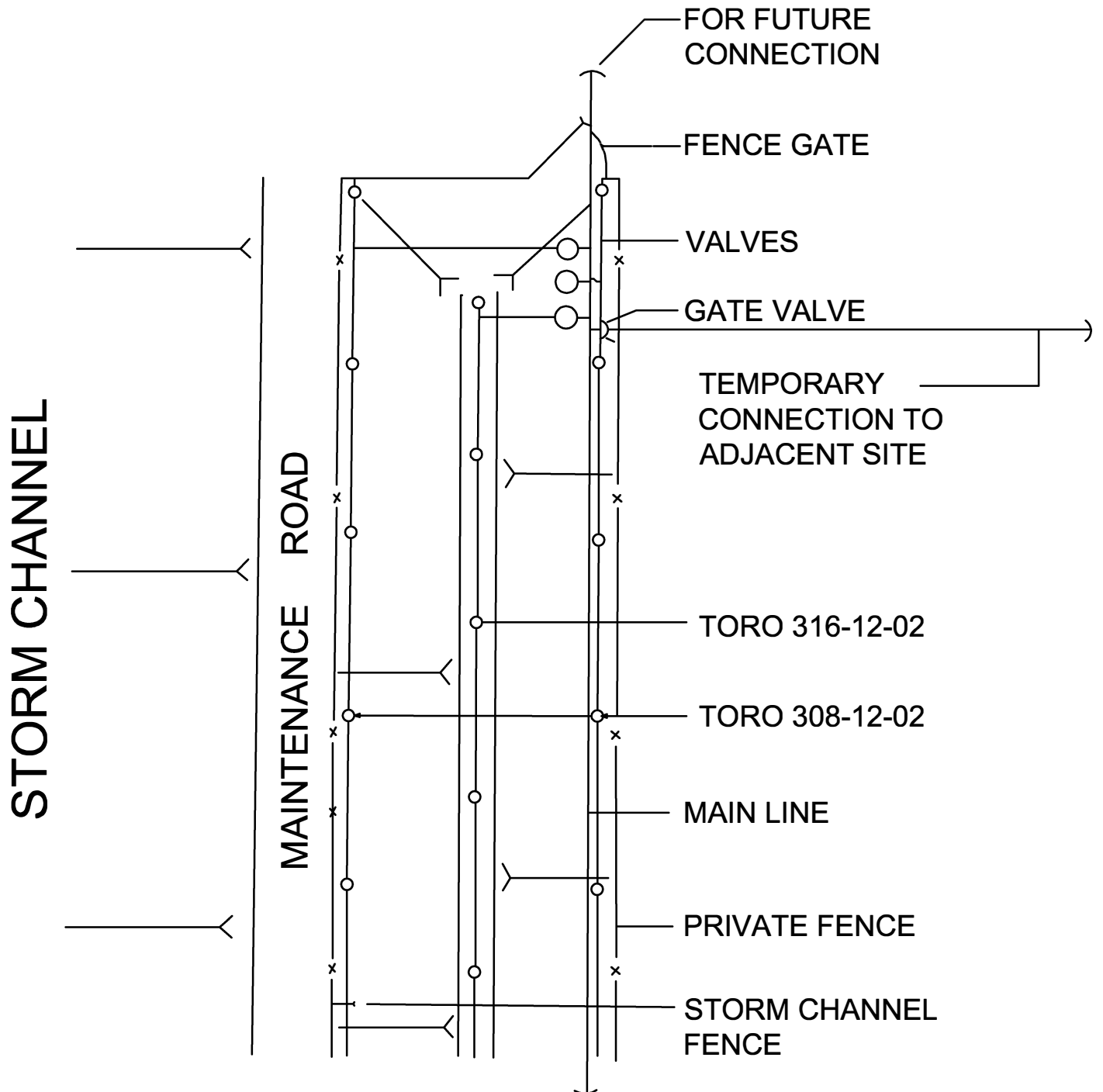
NOT TO SCALE

STANTON CHANNEL BERM

NOT TO SCALE

(Note: Berm section is 17'-6" wide from Knott Street to 1000' west)

(NOTE: Berm section is 17' - 6"
wide from Knott Street
to 1000' west.)



MASTER IRRIGATION PLAN

SCALE: NOT TO SCALE

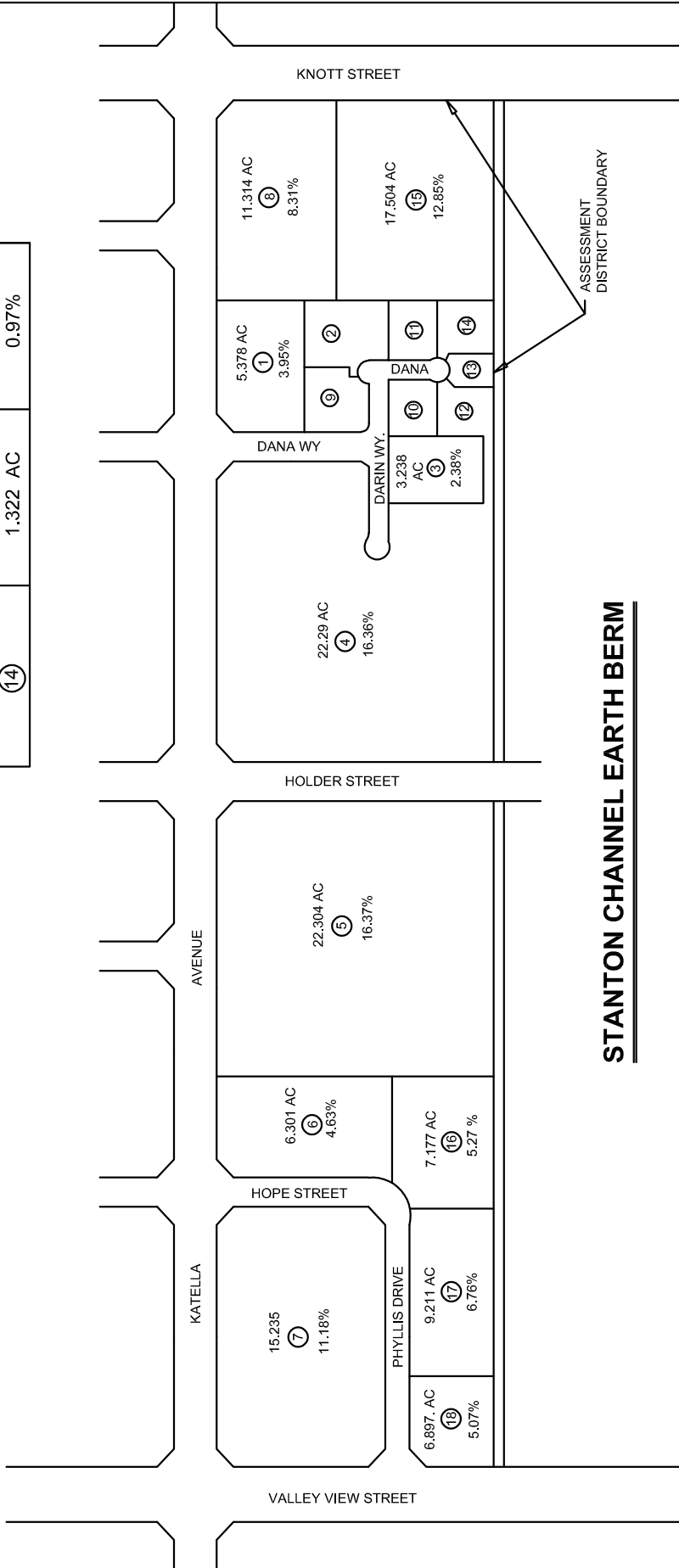
Attachment D

MAINTENANCE COST ESTIMATE

DESCRIPTION	AMOUNT
Maintenance (from 7/1/26-6/30/27)	\$ 124,407
City's Indirect Support Costs	<u>\$ 18,661</u>
Total Maintenance Costs	\$ 143,068
Assessment *	\$ 109,463

*3.40% CPI adjustment (All Urban Consumers – March 2025 to March 2026)

②	1.646 AC	1.21%
⑨	1.843 AC	1.35%
⑩	1.100 AC	0.81%
⑪	1.106 AC	0.81%
⑫	1.380 AC	1.01%
⑬	0.966 AC	0.71%
⑭	1.322 AC	0.97%



STANTON CHANNEL EARTH BERM

NOTE:

BOUNDARIES OF THE ASSESSMENT DISTRICT ARE THE EASTERLY R/W LINE OF VALLEY VIEW ST.; THE SOUTHERLY R/W LINE OF KATELLA AVE.; THE NORTHERLY R/W LINE OF THE STANTON CHANNEL/ AND THE WESTERLY R/W LINE OF KNOTT AVE.



NORTH

E-1

LANDSCAPED EARTH BERM ADJACENT TO STANTON CHANNEL

MAINTENANCE ASSESSMENT DISTRICT

SCALE: N.T.S

CITY OF CYPRESS

ATTACHMENT: E

Attachment F

Landscape Maintenance District No.1 2026-27 Assessment Distribution Based on Max Assessment of \$109,463					
ASSESSMENT NUMBER	NAME	DESCRIPTION	Acreage	%	AMOUNT OF ASSESSMENT 2026-27
1	Cypress Corporate Center LLC; P.O. Box 240011, Los Angeles, CA 90024	Par 1, PM 134-4 A.P. #224-271-05	5.378	3.95%	\$4,320.93
2	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 1, PM 207-35 A.P. #224-271-11	1.646	1.21%	\$1,322.47
3	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 207-35 A.P. #224-271-07	3.238	2.38%	\$2,601.56
4A	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	Par 1, PM 155-23 A.P. #224-271-23	13.966	10.25%	\$11,220.92
4B	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	Par 2, PM 155-23 A.P. #224-271-24	8.324	6.11%	\$6,687.88
5	Duke Realty Limited Partnership - Prologis L.P.; 1800 Wazee Street, Suite 500, Denver CO 80202	Par 1, PM 167-34 A.P. #224-261-04	22.304	16.37%	\$17,920.04
6	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 4, PM 247-21 A.P. #224-261-07	6.301	4.62%	\$5,062.51
7	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 3, PM 247-21 A.P. #224-262-01	15.235	11.18%	\$12,240.49
8	Warland Investments, Ltd. 1301 Montana Avenue, Suite A, Santa Monica, CA 90403	Par 1, PM 214-13 A.P. #224-271-21	11.314	8.30%	\$9,090.18
9	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 207-35 A.P. #224-271-12	1.843	1.35%	\$1,480.75
10	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 3, PM 207-35 A.P. #224-271-13	1.100	0.81%	\$883.79
11	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 4, PM 207-35 A.P. #224-271-14	1.106	0.81%	\$888.61
12	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Lot 5, PM 207-35 A.P. #224-271-17	1.380	1.01%	\$1,108.75
13	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 6, PM 207-35 A.P. #224-271-16	0.996	0.73%	\$800.23
14	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 7, PM 207-35 A.P. #224-271-15	1.322	0.97%	\$1,062.15
15	Warland Investments, Ltd. 1301 Montana Avenue, Suite A, Santa Monica, CA 90403	Par 2, PM 214-13 A.P. #224-271-22	17.504	12.85%	\$14,063.51
16	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 1, PM 238-16 A.P. #224-261-08	7.177	5.27%	\$5,766.33
17	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 247-21 A.P. #224-261-10	9.211	6.76%	\$7,400.54
18	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 247-21 A.P. #224-261-11	6.897	5.06%	\$5,541.36
		Total	136.24	100%	\$109,463.00

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA,
DECLARING ITS INTENTION TO ORDER THE RENEWAL OF CYPRESS
CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL
YEAR 2026-27, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972,
AND FIXING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the City Council has heretofore proposed the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 (the "District") for Fiscal Year 2026-27 pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Sections 22500 et seq.) for the purpose of maintaining a landscaped berm constructed in connection with the development of the Cypress Business Park; and

WHEREAS, the City Engineer's report entitled "City Engineer's Report-Maintenance Assessment District for Berm," dated May 2026, (the "City Engineer") was ordered, prepared and presented to the City Council pursuant to Streets and Highways Code, Sections 22565 et seq.; and

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

SECTION 1. The City of Cypress does hereby declare its intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2026-27, and to collect assessments pursuant to the Landscaping and Lighting Act of 1972.

SECTION 2. The District consists of that certain portion of the City of Cypress bounded on the north by Katella Avenue, on the east by Knott Street, on the south by Stanton Storm Channel, and on the west by Valley View Street.

SECTION 3. The landscaped improvements to be installed and maintained within the boundaries of the District are more particularly described in the City Engineer's Report. Said improvements have been modified since formation of said District by being extended from Knott Street westerly to 40' east of Valley View Street.

SECTION 4. A full and detailed description of the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District are contained in the City Engineer's Report.

SECTION 5. NOTICE IS HEREBY GIVEN that on the 14th day of July, 2026, at the hour of 6:00 p.m. in the Council Chamber located at City Hall, 5275 Orange Avenue, in the City of Cypress, California, any and all persons having objections to the work or extent of the District, may appear and show cause why said work should not be done or carried out or why the District should not be renewed in accordance with the Resolution of Intention. Although the City Council will consider all oral objections at the hearing, in order for an objection to constitute a protest under Streets and Highways Code, Section 22628, such protest must be in writing and must contain a description of the property in which each signer thereof is interested, sufficient to identify the same and must be delivered to the City Clerk

of said City prior to the time set for the hearing and no other protests or objections will be considered for this purpose. If the signer of any protest is not shown upon the last equalized assessment roll of Orange County as the owner of the property described in the protests, then such protest must contain or be accompanied by written evidence that such signer is the owner of the property so described.

SECTION 6. The City Clerk shall cause this Resolution of Intention to be published at least ten days prior to the date set for the hearing, at least once in a newspaper of general circulation serving the City of Cypress, California, all as provided for in Government Code, Section 6061.

SECTION 7. The City Clerk is hereby ordered and directed to mail this Resolution of Intention to all property owners, whether resident or nonresident, within the District, at least ten days prior to the date set for the hearing, pursuant to Streets and Highways Code, Section 22627.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 12th day of May, 2026.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, LISA BERGLUND, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 12th day of May, 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/12/2026

SUBJECT: Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

RECOMMENDATION

1. Approve the Amended and Restated National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement; and
2. Authorize the City Manager to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

DISCUSSION

The original National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement between the County of Orange, the City of Cypress and other participating Orange County cities, was executed in 1990 and amended in 1993 and 2002. The agreement established a cooperative framework for implementing the Orange County Stormwater Program to meet Municipal Separate Storm Sewer System (MS4) permit requirements and improve surface water quality. The County and Orange County cities are permittees under the MS4 permits issued by the California Regional Water Quality Control Boards. The agreement allowed for collaboration, consistency, and cost sharing of regional compliance strategies, municipal staff training, watershed monitoring and reporting efforts, and other program elements required of each of the MS4 permittees.

State regulatory requirements issued through the MS4 permits have changed significantly since the agreement was last updated. The proposed agreement restates and amends the original agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It also provides added flexibility in designing and developing watershed-specific strategies, programs, and projects. As part of the shared cost budget approval process, the amended and restated agreement also formalizes the consultation process with the Orange County City Managers Association (OCCMA) each year, which updates and improves the existing annual budget collaboration process already

implemented with OCCMA.

The shared cost budget that is developed annually for this agreement maintains the existing cost sharing formula, which is based on land area and population for the unincorporated County and 34 Orange County cities, and the Flood Control District contributing 10% of the overall cost. The City's weighted average share of costs amounts to 1.14%.

Key provisions of the amended and restated agreement include:

- Continued designation of the County as the administrator of the regional Orange County Stormwater Program.
- Clarification of responsibilities for each Permittee, including compliance reporting, monitoring, and implementation of Best Management Practices (BMPs).
- Engagement with the OCCMA for strategic input on compliance and funding.
- Provides an updated collaborative review process for annual operating budgets, including allowing for new sub-budgets to be established with smaller groups of Permittees to support development of targeted water quality projects and programs.
- Continues the existing cost sharing formula between Permittees based on land area and population, with the District contributing 10% and the County and Cities sharing the remaining 90% for the annual operating budget countywide. For new sub-budgets, the same approach will be used to share costs amongst those participating agencies.

BUDGET IMPACT

None. The agreement continues the existing formula for the City's financial contribution, which is calculated annually based on its proportional share of land area and population. The cost share for Cypress for Fiscal Year 2026-27 is estimated to be \$108,276 and is included in the City's proposed annual budget for stormwater compliance.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approved the agreements as to form.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Amended and Restated Agreement

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4") (herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR") (collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

1. Annual operating budgets.

a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 - June 30.

- b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.
- c. A draft of the annual operating budget may be prepared for the PERMITTEES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.
- d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.

- a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).
- b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.
- c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.
- d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.

3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:

- a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

better absorb increases in consultant fee rates.

b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.

c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.

8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.

9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

- a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.
- B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:
 1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
 2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
 3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.
- C. The CITIES, at no cost to the Counties and the District, shall:
 1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
 2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
 3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

- a. Identifying applicable zoning and land use designations.
 - b. Identifying areas where sources of specific pollutants are known.
4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.
 5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.
 6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.
 7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.
 8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

- A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.
- B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.
- C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

<u>Participants</u>	<u>Percentage Contribution</u>
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.

5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY'S annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY'S annual share against each CITY'S share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY'S annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates
opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____

By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

///

///

///

CITY OF CYPRESS

Date: _____

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

Landfills	Jurisdiction
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
<u>State Parks</u>	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
<u>Airports</u>	
Fullerton	Fullerton
John Wayne	County
<u>Military facilities</u>	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
<u>National Forests</u>	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve

**Includes Laguna Laurel Ecological Preserve

***Active military areas

****Includes Seal Beach National Wildlife Refuge



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/12/2026

SUBJECT: Approve an Agreement for On-Call Professional Plan Checking Services

RECOMMENDATION

1. Approve an agreement with Charles Abbott Associates, Inc. for on-call Professional Plan Checking Services and authorize the City Manager to execute the contract agreement; and
2. Authorize the City Manager to approve annual task orders under this agreement, in an amount not to exceed the adopted annual budget for plan checking services.

DISCUSSION

Public Works uses an on-call contract for engineering plan check reviews and the current five-year contract will expire this June. On-call contracts provide the City with the flexibility to implement and deliver projects as necessary. The City currently has similar on-call contracts for several areas of expertise including sewer, storm drain, landscape architectural services, solid waste, construction management/inspection, and architectural services.

Development projects typically require the submittal of grading, off-site improvements, utility plans, maps, and other technical engineering studies and reports. Due to the nature and complexity of these submittals, professional engineering services are needed to review the plans ensuring they satisfy various requirements and meet City standards.

In March, Public Works solicited Statement of Qualifications for on-call professional plan-check services through the City's website and public online bidding portal. The City received three proposals and identified Charles Abbott Associates, Inc. (CAA) to be the most qualified firm. CAA has been providing these on-call plan check services to Public Works for over 15 years and is familiar with all City requirements and procedures. CAA also provides or has provided similar plan checking services to several other Orange County cities including Santa Ana, Aliso Viejo, La Palma, Fountain Valley, and Los Alamitos.

The initial term of this contract is for three years with an option for two one-year extensions. Prior to the start of every fiscal year, CAA will provide a scope of work, project schedule, and fee proposal for review and consideration.

BUDGET IMPACT

The proposed Fiscal Year 2026-27 Budget includes amounts for on-call plan check review. All task orders and associated expenditures will be within budgetary authority and in accordance with purchasing rules. For development projects, the City receives full cost recovery and the applicant will be charged a review fee equivalent to the actual costs for the plan checking services.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approved the agreements as to form.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Contract Agreement
Statements of Qualifications

**AGREEMENT FOR ON-CALL PROFESSIONAL PLAN CHECKING
CONTRACT SERVICES**

By and Between

CITY OF CYPRESS

and

CHARLES ABBOTT ASSOCIATES, INC.

**AGREEMENT FOR ON-CALL PROFESSIONAL PLAN CHECKING CONTRACT
SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND
CHARLES ABBOTT ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this _____ day of _____, 2026 by and between the City of Cypress, a California municipal corporation (“City”) and _____, a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “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. Contractor, 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 Cypress’s Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor 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, Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’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.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor 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 Contractor, 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 Contractor. 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. 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 Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") 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 Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance

written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

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

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

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

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City’s choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, 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 Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a 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 written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's 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 Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's 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 Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, 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 Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5.

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, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

City of Cypress, a municipal corporation

Leo Medrano, Mayor

ATTEST:

Lisa A. Berglund, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

William Wynder, City Attorney

CONTRACTOR:

By:

Name:
Title:

By:

Name:
Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

A-1 SPECIFIC Requirements for Scope of SERVICES

A-1.1 Consultant shall provide professional plan checking services for compliance with all applicable codes, regulations, guidelines, and permits, on an On-Call, Task Order, Time and Material, Not-to-Exceed basis, to the City of Cypress, including the following:

- Subdivision Maps, Lot Line Adjustments, Easements
- Drainage/Storm Drains/Grading
- Streets
- Sewer
- Geotechnical
- Miscellaneous Engineering Review

Nothing in this contract shall preclude the City using other firms for certain items such as the Building Division's consultant reviewing grading plans.

The plan checks shall be reviewed, approved, stamped, and signed by a qualified and licensed professional (civil engineer, surveyor, landscape architect - depending on the type of work) for the duration of the subject on-call contract.

Evaluations and reviews of Geotechnical, Surveying, Right-of-Way Boundary Surveys, Hydrology and Hydraulics Reports, Engineering Calculations, Preliminary Designs, Improvement Plans, Final Maps, Tentative Maps, Tract Maps, Parcel Maps, Engineering Details, Grading Plans, Estimates, Legal Descriptions, Exhibits, and Utility Drawings, and related services, for City of Cypress Public Works projects.

A-1.2 Prior to starting any work, Consultant shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. No work shall begin until written approval by the Engineering Division.

A-1.3 Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Consultant.

A-2 General Requirements for Scope of SERVICES

A-2.1 Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order “not to exceed price” without prior written approval from the City.

A-2.2 Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD and Adobe Acrobat Reader. All final plans shall be submitted electronically via a file-share cloud service approved by the City Engineer.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

The Consultant agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

A-2.3 Key Personnel: The Consultant shall not reassign any personnel mentioned in the SOQ/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual’s qualification.

The Consultant’s project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Consultant’s personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

A-2.4 UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Consultant.

Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

A-2.5 AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

A-2.6 CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

A-2.7 SUBCONSULTANTS/SUBCONSULTANT: The City reserves the right of prior approval of all Subconsultants and retains the right to request the Consultant to terminate any Subconsultant, for any reason deemed appropriate by the City, by so notifying the Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said Subconsultant immediately.

The City shall have no liability to any Subconsultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Consultant.

A-2.8 Direct Expenses: It is expected that the Consultant has extensive knowledge and experience performing this type of work. The Consultant shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

A-2.9 Direction of Work: All performed work shall be reviewed, approved, stamped, and signed by a qualified and licensed California Professional Engineer who shall maintain a valid professional registration for the duration of the performance of work.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

“1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call 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. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.”

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

“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 a particular Task Order, as defined in Exhibit “A,” 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 Contractor, 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 Contractor. Any increase in compensation up to the amount authorized by the City Council (“Task Order Contingency”); 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. 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.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

“2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit “A,” Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit “A” (“Contract Sum”).”

III. **DELETE** subsection 3.4 and **REPLACE** with the following:

“3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, with an initial contract term from July 1, 2026 to June 30, 2029, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of two (2) extended terms of one (1) year. In order to do so, City shall, within ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of one (1) additional year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.

At the expiration of the term of this Agreement, if the City requires additional time for the Services to be performed, as confirmed by City to Contractor in writing, this Agreement shall be extended on a month-to-month basis. In such instance, in the absence of a written communication from City to Contractor to the contrary, the term of this Agreement shall be subject to termination upon thirty (30) days prior notice by either party. Such month-to-month extension shall not be deemed a renewal of the full term or an extension for any further term. City shall pay Contractor the applicable monthly Compensation or the pro-rata Compensation amount, and the month-to-month term shall be subject to every other term, covenant and condition in this Agreement that is consistent with and not contrary to a month-to-month term.”

IV. **The title of Article 5 shall read as follows:**

“INSURANCE, INDEMNIFICATION, AND BONDS”

V. **Section 5.1(d) shall be amended to read as follows:**

“Professional Liability. Professional liability insurance in the amount not less than two million dollars (\$2,000,000). This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional

5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.”

VI. Section 5.5 shall be added as follows:

“Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".
- II. Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer and/or Director of Public Works. Requests for cost or rate increases, as set forth in Exhibit "C-1", may be made on an annual (fiscal year) basis, and shall be: (1) based on the April CPI-U (Consumer Price Index for All Urban Consumers) for Los Angeles-Long Beach-Anaheim, CA; (2) approved by the Contract Officer; (3) not exceed 5% per year.
- III. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.
- IV. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.
- V. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

EXHIBIT “C-1”
HOURLY RATE SCHEDULE

Hourly Rate Sheet



Rate Schedule FY 2026-2027

Engineering Services

Classification	Hourly Rates
Principal Engineer	\$216.00
City Engineer	\$180.00
Project Manager	\$179.00
Senior Engineer	\$172.00
Project Engineer	\$162.00
Associate Engineer	\$135.00
Surveyor	\$115.00
Senior Surveyor	\$130.00
Senior Design Engineer	\$142.00
Assistant Design Engineer	\$121.00
Senior Plan Check Engineer	\$165.00
Plan Check Engineer	\$130.00
Senior Environmental Plan Check Engineer	\$165.00
Senior Public Works Inspector*	\$130.00
Public Works Inspector*	\$118.00

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

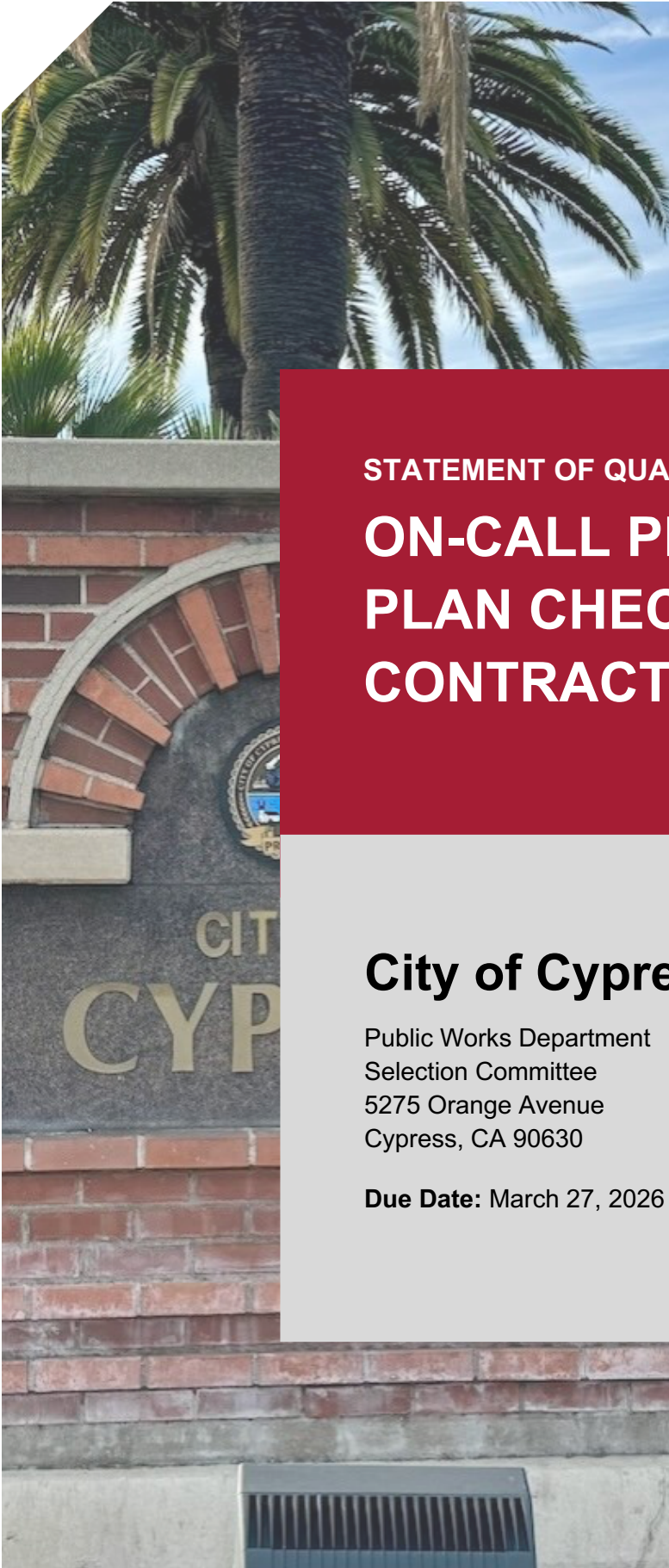
*The preceding rates apply exclusively to non-prevailing wage projects. In California, where payment of local prevailing wages on public works projects is mandated, the hourly rates for prevailing wage project inspection will be \$190.00 for regular time; \$250.00 for overtime on Mondays through Saturdays; and \$275.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- D-1 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Contractor, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.
- D-2 In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.
- D-3 The Contractor shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.
- D-4 Contract shall commence on July 1, 2026.



Charles Abbott Associates, Inc.

The background of the document is a photograph of a brick wall. In the upper left, a palm tree is visible against a blue sky. Below the palm tree, a brick archway contains a circular seal, likely the City of Cypress seal. Below the archway, the words 'CITY OF CYPRESS' are visible in large, gold-colored letters. The brick wall is made of red bricks with grey mortar.

STATEMENT OF QUALIFICATIONS TO PROVIDE ON-CALL PROFESSIONAL PLAN CHECKING CONTRACT SERVICES

City of Cypress

Public Works Department
Selection Committee
5275 Orange Avenue
Cypress, CA 90630

Due Date: March 27, 2026 by 3:00 P.M.

Charles Abbott Associates, Inc.

27201 Puerta Real #220

Mission Viejo, CA 92691

Toll Free: (866) 530-4980

www.caa.inc

Table of Contents

Cover Letter	3
Firm Overview	4
Understanding & Approach.....	6
Scope of Services	7
Relevant Experience	9
Key Personnel	12
Project References.....	28
Capacity & Availability.....	30

Cover Letter



Charles Abbott Associates, Inc. (CAA) is pleased to submit our Statement of Qualifications to provide on-call professional plan checking services for the City of Cypress. Having provided engineering plan check services to the City of Cypress since 2008, we understand the City's need for responsive, high-quality engineering support to supplement staff and ensure timely, code-compliant review of development and capital improvement projects. For over 41 years, CAA has partnered with municipalities throughout California and across the country to deliver timely, accurate, and cost-effective plan review services from entitlement through construction closeout. Our team is well-positioned to provide the technical expertise, efficiency, and reliability the City requires.

CAA brings extensive experience supporting public agencies throughout California with plan checking services across streets, sewer, drainage, grading, subdivision mapping, and related civil engineering disciplines. Our team includes licensed professionals with deep familiarity in applicable state and local codes, and a proven track record of delivering thorough, consistent, and defensible reviews. We emphasize clear communication, practical comment resolution, and maintaining project schedules while upholding regulatory standards.

Our local office in Mission Viejo enables us to respond quickly to the City's needs with a team of licensed engineers and technical professionals who meet or exceed the City's requirements. We have extensive experience reviewing grading, utility, subdivision, hydrology and hydraulics, geotechnical, water quality, erosion control, and traffic-related improvements for jurisdictions of similar size and complexity.

CAA's team of registered civil engineers, surveyors, and plan review specialists is well-versed in City, County, State, and Federal standards, including the Subdivision Map Act, Greenbook, ADA, Caltrans, and NPDES requirements. We provide scalable staffing, rapid response times, and disciplined scope and budget management for each assignment. Each task is led by experienced reviewers and supported by a structured quality control process to ensure accuracy and consistency. We prioritize coordination with City staff and applicants to streamline the review process and minimize re-submittals.

We are confident that our qualifications, commitment to service, and familiarity with municipal processes make us a strong partner for the City of Cypress. We appreciate the opportunity to be considered and look forward to supporting the City's engineering efforts.

Please feel free to contact Mike Podegracz at (949) 421-8447 should you have any questions or require additional information. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, reading "Rusty R. Reed". The signature is written in a cursive, flowing style.

Rusty R. Reed, PE, President

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691
Tel: (866) 530-4980 | Email: rustyreed@caa.inc

Firm Overview



Company Name & Address:	Charles Abbott Associates, Inc. (CAA) 27201 Puerta Real, #200 Mission Viejo, CA 92691 (866) 530-4980
Primary Contact:	Mike Podegracz, PE 27201 Puerta Real, #200 Mission Viejo, CA 92691 (949) 421-8447 mikepodegracz@caa.inc
Entity Type:	Corporation
Federal Tax ID:	33-00753899
Additional Locations:	20 Pointe North Drive, Suite 107 Cartersville, GA 30120 4704 Harlan St, Suite 684 Lakeside, CO 80212 8537 Stone Harbor Las Vegas, NV 89145
Years of Relevant Experience:	42 (founded 1984)
Ownership Statement:	CAA is a privately-owned "S" corporation with a strong financial record since its inception in 1984. The firm is independently owned and operated by its principal officers, Sue Abbott and Rusty Reed. CAA has no parent company, subsidiaries, or external ownership interests, and all management and financial decisions are made internally by the corporation's leadership.
Sub-Consultants:	CAA may utilize the following sub-consultant for the review of Soils and Geotechnical Reports: GMU Geotechnical Lisa Bates, PG, CEG, QSP, QSD Director of Municipal Geotechnical and Engineering Services 30336 Esperanza Rancho Santa Margarita, CA 92688 (714) 872-8288 lbates@GMUgeo.com

CAA offers the City of Cypress a proven, scalable solution for delivering high-quality, on-call plan checking services. With over 41 years of municipal consulting experience, CAA has built a strong reputation for providing responsive, technically sound, and cost-effective plan review services that help agencies maintain project schedules and uphold regulatory standards.

CAA's strength lies in our ability to function as a seamless extension of City staff. Our team includes licensed civil engineers, surveyors, and plan review specialists with extensive experience across streets, sewer, drainage, grading, subdivision mapping, hydrology and hydraulics, and geotechnical review. We are highly familiar with applicable codes and standards, including the Subdivision Map Act, Greenbook, ADA, Caltrans, and NPDES requirements, ensuring that all reviews are consistent, thorough, and defensible.

We understand the operational demands of an on-call, task order-based environment. CAA provides flexible staffing and rapid response capabilities, allowing the City to efficiently manage fluctuating workloads. Our structured QA/QC process ensures accuracy and consistency across all reviews, while our emphasis on clear, concise comments and proactive coordination helps reduce re-submittals and accelerate project delivery.

CAA's local presence in Mission Viejo enables us to respond quickly to the City's needs with experienced personnel who are familiar with Southern California agency practices. Our team has successfully supported jurisdictions of similar size and complexity, providing dependable service that enhances staff capacity without increasing administrative burden.

Key advantages of CAA include:

- ✓ Proven municipal experience supporting California agencies for over four decades
- ✓ Responsive on-call support with scalable staffing and rapid turnaround times
- ✓ Comprehensive technical expertise across all required plan check disciplines
- ✓ Structured QA/QC processes to ensure consistent, high-quality reviews
- ✓ Strong coordination practices that streamline reviews and minimize re-submittals

CAA is committed to delivering reliable, efficient, and high-quality plan checking services that align with the City of Cypress's expectations. We look forward to the opportunity to support the City as a trusted on-call partner.

Understanding & Approach



CAA understands that the City of Cypress requires an experienced and responsive consultant to provide on-call professional plan checking services that supplement City staff and ensure compliance with all applicable codes, regulations, guidelines, and permitting requirements. These services are essential to maintaining public safety, protecting infrastructure investments, and supporting timely delivery of both public and private development projects.

CAA recognizes that the City operates within a dynamic, task order-based environment where workloads can fluctuate based on development activity and capital improvement demands. The City seeks a technically competent and reliable partner capable of delivering consistent, high-quality reviews while maintaining responsiveness, clear communication, and accountability throughout each phase of the review process.

We understand that all plan check services must be performed, approved, and stamped by appropriately licensed professionals and must reflect a thorough understanding of City standards, regional requirements, and applicable State and Federal regulations. CAA is prepared to serve as a seamless extension of the City's Engineering Division, providing dependable support across all required disciplines.

CAA's approach is centered on accuracy, efficiency, accountability, and proactive communication. We will assign a dedicated Project Manager to serve as the City's primary point of contact, supported by a team of licensed civil engineers, surveyors, and technical specialists with expertise in plan checking, grading, drainage, utilities, and mapping.

Under the City's task order framework, CAA will:

- ✓ Provide prompt response to new assignments and deliver clear scopes, schedules, and level-of-effort estimates
- ✓ Perform comprehensive, disciplined plan reviews with a structured QA/QC process
- ✓ Coordinate closely with City staff to ensure consistency with City standards and expectations
- ✓ Provide clear, concise, and actionable review comments to facilitate efficient resubmittals
- ✓ Maintain flexibility to scale staffing levels based on workload demands

All reviews will be conducted electronically whenever possible, with in-person coordination or field review provided as needed. Each deliverable will be reviewed and stamped by a licensed professional, ensuring compliance and accountability.

Scope of Services



CAA will perform plan checking services in accordance with the City of Cypress requirements. Our approach is outlined below:

Streets

CAA will review street improvement plans, including geometric design, horizontal and vertical alignments, pavement sections, striping, signage, and traffic control elements. We will verify compliance with City standards, Caltrans requirements (as applicable), and the Greenbook. Our team will ensure proper access, circulation, and safety considerations, including ADA compliance and intersection functionality.

Subdivision Maps, Lot Line Adjustments, and Easements

CAA's licensed surveyors and engineers will review tentative, parcel, and final tract maps for compliance with the Subdivision Map Act, Land Surveyors Act, and City requirements. Reviews will include verification of survey closures, legal descriptions, title reports, easements, dedications, and boundary consistency. We will ensure all documents are accurate, internally consistent, and ready for approval.

Sewer

CAA will review sanitary sewer plans for alignment, sizing, capacity, slope, and constructability. We will verify conformance with City standards and regional agency requirements, ensuring proper connections, manhole placement, and system performance. Our review will also consider long-term maintenance and operational impacts.

Drainage / Storm Drains / Grading

CAA will perform detailed reviews of drainage, storm drain, and grading plans, including hydrology and hydraulic calculations. We will confirm compliance with City standards, Orange County Flood Control requirements (as applicable), and NPDES regulations. Reviews will include cross-checking drainage designs with geotechnical recommendations and ensuring proper integration with erosion control and water quality measures.

Geotechnical

CAA will review geotechnical reports and recommendations to ensure they are properly incorporated into grading and improvement plans. Our team will evaluate soil parameters, slope stability, foundation recommendations, and earthwork specifications to confirm consistency with proposed designs and compliance with applicable standards.

Miscellaneous Engineering Review

CAA will review a variety of supporting engineering documents, including hydrology and hydraulics reports, engineering calculations, utility plans, cost estimates, and technical studies. We will verify consistency across all documents, identify potential conflicts, and ensure that all elements of the project are coordinated and compliant with applicable requirements.

Plan Review Turnaround Times

Each first plan review will be completed within ten (10) working days from plan pickup, and all subsequent reviews within five (5) working days. This ensures predictable turnaround, efficient coordination between disciplines, and timely delivery of clear, consolidated plan check comments.

1 st Plan Check	10	Working Days
2 nd Plan Check	5	Working Days
3 rd Plan Check	1-5	Working Days

Relevant Experience



City of Lake Elsinore - On-Call Engineering Plan Check Services

Project Overview

CAA currently provides on-call engineering plan check services to the City of Lake Elsinore, supporting the Engineering Department with timely, accurate, and code-compliant reviews of public and private development projects. This ongoing engagement demonstrates CAA's ability to function as a seamless extension of City staff within a dynamic, task order-based environment.

Scope of Services

CAA performs comprehensive review of street and roadway improvements; sewer and utility systems; drainage, storm drain, and grading plans (including hydrology and hydraulics); geotechnical reports; traffic control, striping, and signing plans; parcel and tract maps; easements and legal documents; and water quality and erosion control measures. All submittals are reviewed for compliance with City standards and applicable local, state, and federal requirements.

Approach and Performance

CAA provides fully digital plan review services, allowing for efficient processing and clear communication with both City staff and applicants. Our team delivers initial plan check reviews within ten (10) working days of receipt, with subsequent reviews completed within five (5) working days. Review comments are provided in a clear, concise format, including detailed correction lists and redlined plans to facilitate efficient resubmittals and minimize project delays. When needed, CAA staff conducts site visits and coordinates directly with City personnel and design engineers to resolve technical issues and ensure alignment with City expectations.

Key Personnel

- Mike Podegracz, PE - Project Manager
- Danny Chow, PE - Senior Engineer
- Richard Pederson, PE - Senior Plan Review Engineer
- Jordan Koga, PE - Senior Environmental Plan Reviewer
- Rae Beimer, QSP - Senior Environmental Plan Reviewer
- Paula Pereira, PLS - Senior Surveyor

This multidisciplinary team brings expertise in civil engineering, environmental compliance, and land surveying, enabling CAA to provide thorough and coordinated reviews across all required disciplines.

Key Results

- Successfully supports on-call plan check services in a municipal environment
 - Demonstrates ability to manage fluctuating workloads with consistent turnaround times
 - Provides multidisciplinary review across all required engineering disciplines
 - Delivers clear, actionable comments that reduce resubmittals and improve efficiency
-

Town of Apple Valley – Engineering Management and Plan Check Services

Project Overview

CAA serves as the Town Engineer for the Town of Apple Valley, providing onsite management of the Engineering Department as well as comprehensive plan check services for public and private development projects. This long-standing engagement demonstrates CAA's ability to integrate fully with municipal staff, manage engineering operations, and deliver consistent, high-quality plan review services across all project phases.

Scope of Services

CAA performs comprehensive review of capital improvement projects and private development plans, including street and storm drain improvements; hydrology and hydraulics studies; geotechnical reports; grading and erosion control plans; construction detour and traffic control plans; striping and signing plans; parcel and tract maps; easements and legal documents; and water quality management plans. CAA also reviews and updates the Town's standard plans and specifications to ensure alignment with current regulations and best practices. All submittals are evaluated for compliance with applicable local, state, and federal requirements.

Approach and Performance

CAA provides both onsite and remote digital plan review services, ensuring flexibility and efficiency. Initial plan check reviews are completed within ten (10) working days, with resubmittals reviewed within five (5) working days. CAA staff are engaged from project initiation through Development Review Committee coordination and into construction, ensuring continuity and consistency. Our team works closely with Planning and Building & Safety staff to align review comments across departments. Review comments include clear correction lists and redlined plans, and CAA regularly coordinates with design engineers and contractors to resolve technical issues and maintain project schedules.

Key Personnel

- Richard Pederson, PE - Town Engineer/Project Manager
 - Dirk Lovett, PE - Senior Engineer
 - Danny Chow, PE - Senior Engineer
 - Jordan Koga, PE - Project Engineer
 - Rae Beimer, QSP - Senior Environmental Plan Reviewer
 - Paula Pereira, PLS - Senior Surveyor
-

Key Results

- Full-service municipal engineering support, including department management and plan check services
 - Consistent turnaround times across a high volume of public and private projects
 - Integrated coordination with multiple City departments to streamline project delivery
 - Long-term partnership demonstrating reliability, responsiveness, and technical expertise
-

City of Moreno Valley – On-Call Engineering Plan Check Services

Project Overview

CAA provides on-call plan check services to the City of Moreno Valley in support of private development projects, including residential subdivisions, commercial centers, and large industrial facilities. Our role is to assist the City in managing development activity by delivering timely, technically sound reviews that ensure compliance with applicable standards and facilitate efficient project processing.

Scope of Services

CAA reviews a broad range of development-related submittals, including street and storm drain improvements; grading plans; hydrology and hydraulics analyses; geotechnical reports; traffic control, striping, and signing plans; subdivision maps; easement documents; and water quality management plans. Each submittal is evaluated for completeness, constructability, and consistency with City requirements and governing regulations.

Approach and Performance

CAA utilizes digital plan review tools to streamline submittal tracking, review, and comment delivery. Our team consistently completes initial reviews within ten (10) working days and follow-up reviews within five (5) working days. We focus on providing clear, well-organized comments that help applicants address issues efficiently and reduce review cycles. CAA staff maintains regular coordination with City personnel and works directly with design teams to clarify requirements and resolve technical challenges. Site visits are conducted when necessary to support accurate and practical review outcomes.

Key Personnel

- Mike Podegracz, PE - Project Manager
 - Danny Chow, PE - Senior Engineer
 - Richard Pederson, PE – Senior Plan Check Engineer
 - Jordan Koga, PE – Environmental Plan Reviewer
 - Rae Beimer, QSP - Senior Environmental Plan Reviewer
 - Paula Pereira, PLS - Senior Surveyor
-

Key Results

- Effective support of private development plan review across multiple project types and scales
- Reliable turnaround times that support the City's development review process
- Thorough and coordinated multidisciplinary reviews
- Improved review efficiency through clear, actionable plan check comments

Key Personnel

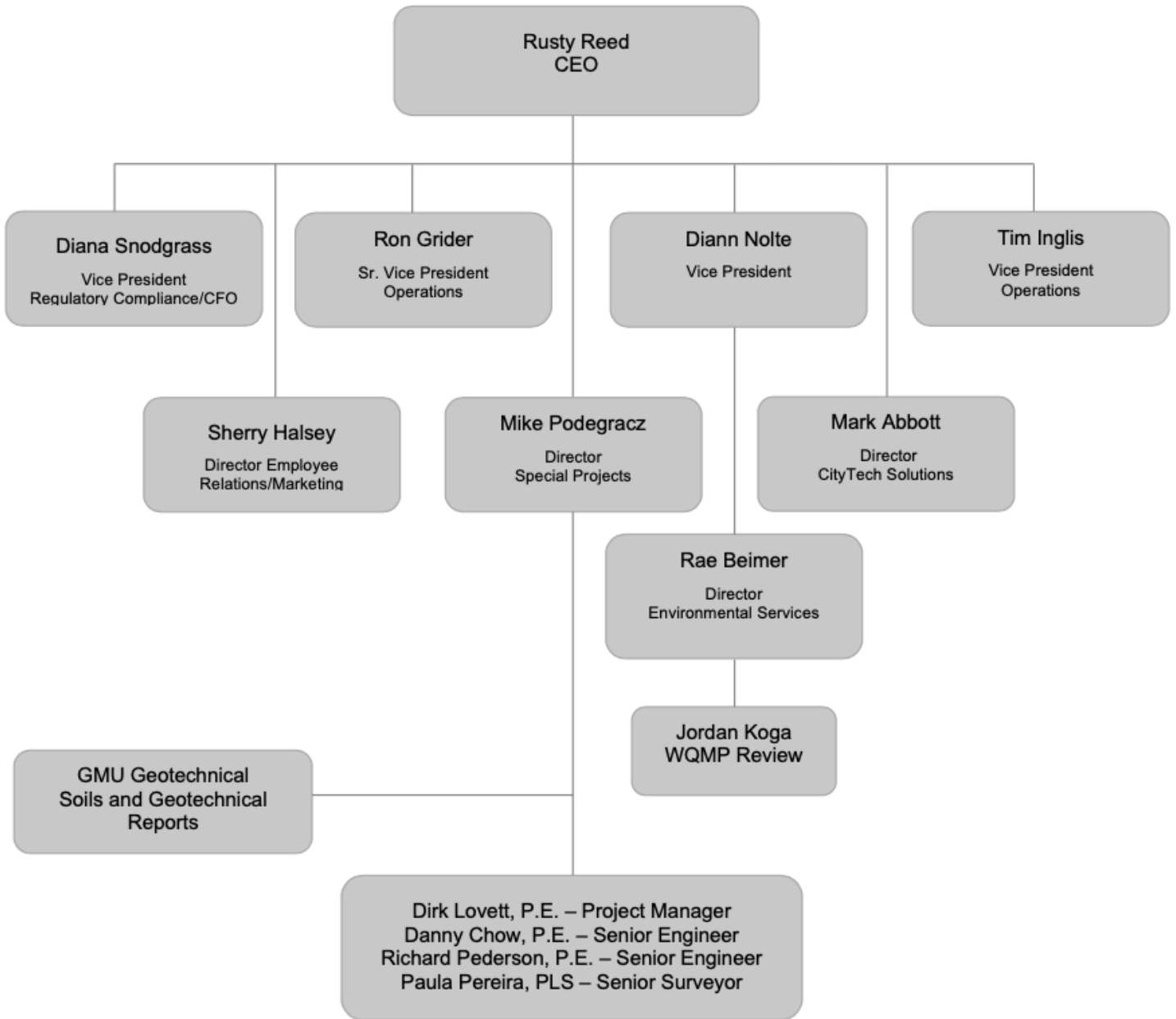


Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

The CAA project team includes highly qualified personnel with proven municipal experience. Key personnel will be available for the duration of the contract and will not be replaced without the City's prior written consent.

- **Dirk Lovett, PE**, is the Project Manager selected to work as the day-to-day contact with the City. He has over 38 years of municipal engineering experience and has served as City Engineer, Assisting City Engineer and Public Works Director for various cities in Southern California. Mr. Lovett will ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.
- **Danny Chow, PE, QSD** will serve as Senior Engineer and has over 38 years of experience in management, planning, review, design, and construction of civil engineering projects.
- **Mike Podegracz, PE** will also serve as Senior Engineer and has over 43 years of engineering experience, including Public Works oversight, preparing plans, specifications and estimates for road improvement projects; administering the Capital Improvement Program; preparing hydraulic and hydrology design and analysis for drainage improvements; implementing Pavement Management Programs; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development projects
- **Richard Pederson, PE** will serve as Senior Engineer and has over 38 years of experience with CAA covering all aspects of City Engineering, Traffic Engineering, Planning, Public Works, and Capital Improvement Programs for municipal clients.
- **Jordan Koga, PE, QSP** will assist as Senior Environmental Plan Reviewer. He possesses a wide range of National Pollutant Discharge Elimination System (NPDES) experience.
- **Paula Pereira, PLS**, has over 26 years of professional experience and will serve as Senior Surveyor and provide parcel and tract map checking services.
- **Lisa Bates, PG, CEG, QSP, QSD** with GMU Geotechnical will provide review of soils and geotechnical reports as needed.

An Organizational Chart as well as SF 330-style resumes have been provided on the following pages.



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

On-Call Professional Plan Checking Contract Services for the City of Cypress, CA

2. PUBLIC NOTICE DATE

03/05/2026

3. SOLICITATION OR PROJECT NUMBER

On-Call Professional Plan Checking Contract Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Mike Podegracz, PE, Director of Special Projects

5. NAME OF FIRM

Charles Abbott Associates, Inc. (CAA)

6. TELEPHONE NUMBER

(949) 421-8447

7. FAX NUMBER

(949) 367-2852

8. E-MAIL ADDRESS

mikepodegracz@caa.inc

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME ☐ CHECK IF BRANCH OFFICE	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	X			Charles Abbott Associates, Inc. (CAA) ☐ CHECK IF BRANCH OFFICE	27201 Puerta Real, #200 Mission Viejo, CA 92691	Prime for Engineering Plan Reviews
b.			X	GMU Geotechnical ☐ CHECK IF BRANCH OFFICE	30336 Esperanza Rancho Santa Margarita, CA 92688	Sub for review of soils and geotechnical reports
c.				 ☐ CHECK IF BRANCH OFFICE		
d.				 ☐ CHECK IF BRANCH OFFICE		
e.				 ☐ CHECK IF BRANCH OFFICE		
f.				 ☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mike Podegracz, PE	Primary Contact	a. TOTAL 44	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION <i>(City and State)</i> Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S., Civil Engineering, Loyola Marymount University, Los Angeles		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Licensed Civil Engineer, CA (C33445) California Disaster Service Worker ID 80622	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager, City of Yucaipa, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
He currently serves as Project Manager for the City of Yucaipa's Wildwood Canyon Road Freeway Interchange at Interstate 10 Project Approval and Environmental Document.			
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager, City of Twentynine Palms, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Mr. Podegracz also manages a mixed-use commercial / residential development for the City of Twentynine Palms			
c.	(1) TITLE AND LOCATION <i>(City and State)</i> City Manager, City of Hesperia, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
Previously, he served over 10 years as City Manager for Hesperia, directing and overseeing all City departments, including Planning, Building and Safety, Engineering, Code Enforcement, Animal Control, Public Works (streets, storm drain, water, sewer), Finance, and Community Relations. Prior to serving as City Manager, he held the role of Development Services Director for 5 years.			
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Vice President and Project Manager, So & Associates Engineers, Inc. Project Engineer, Brockmeier Consulting Engineers.	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2000	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
Earlier in his career, Mr. Podegracz provided 22 years of consulting to cities, counties, special districts, and the federal government. He worked on the planning, design, and construction management of municipal infrastructure, including roadway improvements (overlays, reconstruction, curbs, sidewalks, landscaping, lighting), storm drains (box culverts, channels, pipelines), water systems (pipelines, booster stations, wells, reservoirs), and wastewater systems (pipelines, lift stations).			
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Dirk Lovett, PE	Project Manager	a. TOTAL 38+	b. WITH CURRENT FIRM 38
15. FIRM NAME AND LOCATION <i>(City and State)</i> Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S., Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Licensed Civil Engineer, CA	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager, City of Hidden Hills, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE As a Project Manager, he oversaw the City Engineering and Public Works functions including street maintenance and construction for the City of Hidden Hills.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager, City of Chino, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2010	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Project Manager for the Chino East Valley Developer's group project, a 947-acre residential development for 7 separate developers in Chino, CA: Included planning, design, and managing the construction of all infrastructure improvements to support a residential development, which included a water system, sewer system, street improvements, storm drain facilities and other utilities' improvements.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager, City of Moorpark, CA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Responsible for map review and improvement plans, as well as design, administration, scheduling, and inspection of street maintenance and Capital Improvement projects for the Cities of Moorpark and Hidden Hills		
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Danny Chow, PE	Senior Engineer	a. TOTAL 38+	b. WITH CURRENT FIRM 21

15. FIRM NAME AND LOCATION *(City and State)*

Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

M.S., Civil Engineering, California State University, Fullerton
 B.S., Electrical Engineering, California State University, Fullerton

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

Civil Engineer: California, Nevada, Oregon,
 Washington, Georgia, Texas, and Montana

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP)
 Level 2 Certification for Erosion Control
 Plan Design and Review

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Project Manager for various agencies	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Chow has been in charge of and managed numerous CIP projects from funding, design, bidding, and construction through completion for several agencies as project manager. His past experience includes street maintenance and rehabilitation, street widening, flood control and storm drains, parking facilities, public transportation facilities, parks and recreations, and other CIP projects, as well as coordination with local, state, and federal agencies.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Senior Engineer for various agencies	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Chow provides civil reviews for numerous projects in California, Nevada, Georgia, and Texas. His review experience ranges from grading plans, street improvement plans, drainage plans, hydrology and hydraulics, water plans, sewer plans, NPDES, engineering reports of various types, as well as assessment districts.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Richard Pederson, PE	13. ROLE IN THIS CONTRACT Senior Engineer	14. YEARS EXPERIENCE a. TOTAL 38+ b. WITH CURRENT FIRM 37	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S., Civil Engineering, Brigham Young University		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Civil Engineer: California	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Project Manager	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Mr. Pederson oversees the Engineering Department for the Town of Apple Valley and the City of Twentynine Palms. In his role, he regularly meets with developers and engineers, provides plan review of site improvement plans including streets, water, sewer, storm drain and grading. Mr. Pederson is well versed in local, state, and federal guidelines and requirements.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jordan Koga, PE, QSP	Senior Environmental Plan Reviewer	a. TOTAL 5+	b. WITH CURRENT FIRM 5+
15. FIRM NAME AND LOCATION <i>(City and State)</i> Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S., Environmental Engineering, University of California, Riverside		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Civil Engineer: CA	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> CESSWI QSD/QSP			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> City of Moreno Valley, NPDES Permit Program Management and Project Engineer	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Koga assists in administering and implementing the City's Stormwater program for compliance with all aspects of the Riverside County Municipal Stormwater Permit, including development plan reviews. He is also assigned to oversee land development projects, including overseeing plan review by outside consultants and coordinating with developer and City inspectors.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Town of Apple Valley, NPDES Permit Program Management Services	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Koga assists in administering and implementing the Town's Stormwater program compliance with all aspects of the Phase II Permit, including development plan reviews.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> City of Yucaipa Development Plan Review Services	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Koga performs development plan review services to the City in compliance with the San Bernardino County Municipal Stormwater Permit.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Cities of Lake Elsinore, Los Alamitos, and Cypress Development Plan Review Services	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Koga performs development plan review and post construction BMP inspection services for these cities in compliance with the Santa Ana Municipal Stormwater Permit.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Paula Pereira, PLS	13. ROLE IN THIS CONTRACT Senior Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 26+	b. WITH CURRENT FIRM 13

15. FIRM NAME AND LOCATION *(City and State)*

Charles Abbott Associates, Inc. (CAA), Mission Viejo, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

B.S., Surveying Engineering - University of Porto, Portugal, 1997

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Licensed Land Surveyor 8493
 Land Surveyors Association, 12182
 Portuguese Board of Engineers, 38970

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Professional Land Surveyor	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Ms. Pereira performs surveying plan reviews of residential and commercial projects for multiple agencies in Los Angeles, Riverside, Orange, Ventura, and San Bernardino Counties.		☒ Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lisa Bates, PG, CEG, QSP, QSD	Soils and Geotechnical Reports Review	a. TOTAL 29+	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i> GMU Geotechnical			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S., Geological Sciences, University of California, Santa Barbara Summer Field Studies, Oregon State University		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Certified Engineering Geologist, State of California Professional Geologist, State of California	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Qualified SWPPP Practitioner, State of California Qualified SWPPP Designer, State of California			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Geotechnical Consultant, Rancho Santa Margarita, CA	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Ms. Bates provides third-party development reviews and geotechnical investigation and design.		
Geotechnical Consultant, Laguna Niguel, CA	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Ms. Bates provides Development Reviews (Building, Grading, and Planning/Entitlement), Geotechnical Investigation and Design, Construction Observation, Emergency Services (Landslides, Public Safety, "Red Tagging", etc.), Geotechnical Monitoring, and Public Works Geotechnical Review.		
Geotechnical Consultant, Chino Hills, CA	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Ms. Bates provides Development Reviews (Building, Grading, and Planning/Entitlement), Geotechnical Investigation and Design, Construction Observation, Emergency Services (Landslides, Public Safety, etc.), and Geotechnical Monitoring.		
Geotechnical Consultant, Dana Point, CA	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Ms. Bates provides Geotechnical Investigation and Design, Construction Observation, Emergency Services (Slope Failures, Blufftop Failures, Public Safety, etc.), and Geotechnical Monitoring.		
Geotechnical Consultant, Laguna Hills, CA	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Ms. Bates provides Development Reviews (Building, Grading, and Planning/Entitlement) as well as Geotechnical Investigation and Design.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Engineering Management and Plan Check Services, Town of Apple Valley	22. YEAR COMPLETED PROFESSIONAL SERVICES ongoing CONSTRUCTION <i>(If applicable)</i>	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Town of Apple Valley	b. POINT OF CONTACT NAME Guy Eisenbrey	c. POINT OF CONTACT TELEPHONE NUMBER (760) 240-7000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA serves as the Town Engineer for the Town of Apple Valley, providing onsite management of the Engineering Department as well as comprehensive plan check services for public and private development projects. CAA performs comprehensive review of capital improvement projects and private development plans, including street and storm drain improvements; hydrology and hydraulics studies; geotechnical reports; grading and erosion control plans; construction detour and traffic control plans; striping and signing plans; parcel and tract maps; easements and legal documents; and water quality management plans

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Charles Abbott Associates, Inc. (CAA)	(2) FIRM LOCATION <i>(City and State)</i> Mission Viejo, CA	(3) ROLE Civil engineering, building & safety, plan check and inspection services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Engineering Plan Check Services, City of Lake Elsinore		22. YEAR COMPLETED PROFESSIONAL SERVICES ongoing CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Lake Elsinore	b. POINT OF CONTACT NAME Yu Tagai, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (951) 674-31246
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA performs comprehensive review of street and roadway improvements; sewer and utility systems; drainage, storm drain, and grading plans (including hydrology and hydraulics); geotechnical reports; traffic control, striping, and signing plans; parcel and tract maps; easements and legal documents; and water quality and erosion control measures.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Charles Abbott Associates, Inc. (CAA)	(2) FIRM LOCATION <i>(City and State)</i> Mission Viejo, CA	(3) ROLE Engineering Plan Check Services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Engineering Plan Check Services, City of Moreno Valley		22. YEAR COMPLETED PROFESSIONAL SERVICES ongoing CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Moreno Valley	b. POINT OF CONTACT NAME Michael D. Lloyd, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (951) 413-3146
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

CAA provides on-call plan check services to the City of Moreno Valley in support of private development projects, including residential subdivisions, commercial centers, and large industrial facilities. CAA reviews a broad range of development-related submittals, including street and storm drain improvements; grading plans; hydrology and hydraulics analyses; geotechnical reports; traffic control, striping, and signing plans; subdivision maps; easement documents; and water quality management plans.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Charles Abbott Associates, Inc. (CAA)	(2) FIRM LOCATION <i>(City and State)</i> Mission Viejo, CA	(3) ROLE Engineering Plan Check Services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Lake Elsinore, CA	6	
2	Apple Valley, CA	7	
3	Moreno Valley, CA	8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Please see Statement of Qualifications for the organizational chart of the proposed team.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



33. NAME AND TITLE

Rusty R. Reed, President

32. DATE

03/23/2026

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

on-call professional plan checking services

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Charles Abbott Associates, Inc. (CAA)			3. YEAR ESTABLISHED 1984		4. DUNS NUMBER 152065736	
2b. STREET 27201 Puerta Real, #200			5. OWNERSHIP a. TYPE Corporation			
2c. CITY Mission Viejo		2d. STATE CA				
6a. POINT OF CONTACT NAME AND TITLE Mike Podegracz, PE, Director of Special Projects			b. SMALL BUSINESS STATUS N/A 7. NAME OF FIRM (If block 2a is a branch office) Charles Abbott Associates, Inc. (CAA)			
6b. TELEPHONE NUMBER (949) 421-8447		6c. E-MAIL ADDRESS mikepodegracz@caa.inc				
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YR. ESTABLISHED N/A		8c. DUNS NUMBER N/A	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	9.	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	9.	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 03/23/2026
c. NAME AND TITLE	

Rusty R. Reed, President

Project References



CAA exclusively serves public agencies and has provided high quality, responsive, cost-effective, and customer-oriented services for over 41 years.

The following contains a list of California projects with a similar scope of work.

1. Client's Company Name:	Town of Apple Valley
Client Address:	14955 Dale Evans Parkway, Apple Valley, CA 92307
Contact's Name:	Guy Eisenbrey
Contact's Title:	Town Manager
Contact's Telephone:	(760) 240-7000
Contact's Email:	geisenbrey@applevalley.org
Scope of Services:	Civil engineering, building & safety, plan check and inspection services
Project Completion Date:	1990 - ongoing
2. Client's Company Name:	City of Yucaipa
Client Address:	34272 Yucaipa Boulevard, Yucaipa, CA 92399
Contact's Name:	Fermin Preciado
Contact's Title:	Director of Development Services/City Engineer
Contact's Telephone:	(909) 797-2489
Contact's Email:	fpreciado@yucaipa.org
Scope of Services:	Civil engineering support, plan check, building & safety, and Fire Marshall services
Project Completion Date:	1993 - ongoing
3. Client's Company Name:	City of Twentynine Palms
Client Address:	6136 Adobe Road, Twentynine Palms, CA 92277
Contact's Name:	Stone James
Contact's Title:	City Manager
Contact's Telephone:	(760) 367-6799
Contact's Email:	sjames@29palms.org
Scope of Services:	Civil engineering, plan check, and building & safety services
Project Completion Date:	1993 - ongoing
4. Client's Company Name:	City of Aliso Viejo
Client Address:	12 Journey, Suite 100, Aliso Viejo, CA 92656
Contact's Name:	Shaun Pelletier
Contact's Title:	City Engineer
Contact's Telephone:	(949) 425-2530
Contact's Email:	public-works@cityofalisoviejo.com
Scope of Services:	Civil engineering, plan check, and building & safety services

Project Completion Date:	2002 - ongoing
5. Client's Company Name:	City of Cypress
Client Address:	5257 Orange Avenue, Cypress, CA 90630
Contact's Name:	Douglas Dancs
Contact's Title:	Director of Public Works
Contact's Telephone:	(714) 229-6752
Contact's Email:	cdd@cypressca.org
Scope of Services:	Engineering plan check services
Project Completion Date:	2008 - ongoing
6. Client's Company Name:	City of Moreno Valley
Client Address:	14177 Frederick Street, Moreno Valley CA, 92552
Contact's Name:	Michael D. Lloyd, P.E.
Contact's Title:	Engineering Division Manager/Assist. City Eng.
Contact's Telephone:	(951) 413-3146
Contact's Email:	michaell@moval.org
Scope of Services:	Engineering plan check services
Project Completion Date:	2019 - ongoing
7. Client's Company Name:	City of Lake Elsinore
Client Address:	130 Main Street, Lake Elsinore, CA 92530
Contact's Name:	Yu Tagai, P.E.
Contact's Title:	City Engineer
Contact's Telephone:	(951) 674-31246
Contact's Email:	ytagai@lake-elsinore.org
Scope of Services:	Engineering plan check services
Project Completion Date:	2020 - ongoing

Capacity & Availability



CAA has the organizational capacity, staffing depth, and operational flexibility to provide responsive, high-quality on-call plan checking services to the City of Cypress. Our team includes a robust group of licensed civil engineers, surveyors, and technical specialists with extensive experience in municipal plan review across all required disciplines, including streets, sewer, drainage, grading, subdivision mapping, and geotechnical review.

CAA will assign a dedicated Project Manager as the City's primary point of contact, supported by a core team of experienced reviewers familiar with City standards and regional requirements. In addition, CAA maintains a broader bench of qualified professionals who can be deployed as needed to address fluctuations in workload, ensuring continuity of service without delays.

We are available to begin work immediately upon contract execution and can respond promptly to new task orders. CAA's team is structured to support multiple concurrent assignments while maintaining consistent quality and turnaround times. Based on project complexity, we typically provide initial plan reviews within 10 business days, with expedited turnaround available for smaller or priority assignments. Resubmittal reviews are generally completed within shorter timeframes to support efficient project progression.

CAA understands the importance of responsiveness in an on-call environment. We are committed to meeting or exceeding the City's expectations for timely service, including the ability to respond to urgent or emergency requests within 48 hours or less. Our Project Manager maintains regular communication with City staff to ensure alignment on priorities, workload distribution, and scheduling.

Our internal workload management practices ensure that resources are allocated effectively across all active assignments while maintaining a high level of service to each client. CAA's scalable staffing model allows us to quickly adjust to changing demands, providing the City of Cypress with reliable support during both routine operations and peak development periods.

CAA is committed to being a dependable and responsive partner, providing the capacity and availability necessary to support the City's engineering operations efficiently and effectively.

Submitted To City of CYPRESS

Submitted on PlanetBids



Statement of Qualifications

CITY OF CYPRESS CIVIC CENTER
5275

ON-CALL PROFESSIONAL PLAN CHECKING CONTRACT SERVICES



Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:

Okan Demirci, PE, QSD, QSP, Principal Project Manager

E: okan.demirci@transtech.org

C: 714-319-6137

CITY OF
CYPRESS



March 27, 2026

City of Cypress

Statement of Qualifications ON-CALL PROFESSIONAL PLAN CHECKING CONTRACT SERVICES

Transtech is pleased to submit this SOQ for the subject services.

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for over 36 years** and is **providing municipal services to approximately 90 public agencies**.

Our service capabilities include:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Staff Augmentation
- CIP Program/Construction Management and Inspection
- Grant Writing and Federally Funded Project Management
- Labor Compliance, CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng

Following is a partial list of Agencies where we are providing similar Plan Checking services:

- City of Alhambra - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Azusa - Services Provided: Building & Safety, **Plan Check**, Inspection
- City of Buena Park - Services Provided: **Development Plan Check**, Staff Augmentation
- City of Commerce - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Cudahy - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, **CIP Management/Construction Management**, **Staff Augmentation**
- City of Glendora - Services Provided: City Engineering, Traffic Engineering; **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Hermosa Beach - Services Provided: Building & Safety, **Plan Check**, **Inspection**
- City of Hidden Hills - City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Lynwood - City Engineering, Traffic Engineering; **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Maywood - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Montebello - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Monterey Park - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Ontario - Services Provided: CIP Management/Construction Management, **Development Plan Check**, Building & Safety, Plan Check, Inspection
- City of Pasadena - Services Provided: Building & Safety, **Plan Check**, **Inspection**
- City of Rancho Palos Verdes - Services Provided: Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation

- City of Rialto - Services Provided: As-needed Traffic Engineering, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Rosemead - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Santa Fe Springs - Services Provided: Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of South El Monte - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Temple City - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Upland - Services Provided: **As-needed Plan Check**, Inspection
- City of Victorville - Services Provided: **As-needed Plan Check**, Construction Management, Inspection
- City of West Covina - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation

Transtech's Plan Check and Inspection Capacity in numbers:

- In 2025, In 2025, our building and safety staff processed and reviewed approx. 12,000 individual projects with 79,000 documents and performed approx. 36,000 inspections.
- We maintain and manage electronic plan submittal portals for over 30 agencies.

Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 250 professionals**, including plan checkers, inspectors, permit technicians, engineers, traffic and transportation analysts, project managers, construction managers, technicians, support personnel.

Thank you for the opportunity to submit this SOQ.

Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,



Okan Demirci, PE, QSD/P, Principal Project Manager
C: 714-319-6137; E: okan.demirci@transtech.org



Ahmad Ansari, PE, Contract Principal

C: 949-702-5612; E: Ahmad.ansari@transtech.org

Section	Page
1. Form 330 (required by the RFP)	1
2. Additional Information	12
A. COMPANY PROFILE	12
B. STAFF QUALIFICATIONS/LICENSES AND RESUMES	13
C. SIMILAR EXPERIENCE	19
D. REFERENCES	20
E. APPROACH, METHODOLOGY, QUALITY CONTROL	22
F. INSURANCE	27



1. Form 330 (required by the RFP)

ARCHITECT - ENGINEER QUALIFICATIONS**PART I - CONTRACT-SPECIFIC QUALIFICATIONS****A. CONTRACT INFORMATION**1. TITLE AND LOCATION *(City and State)*

ON-CALL PROFESSIONAL ENGINEERING, PLAN CHECKING CONTRACT SERVICES

2. PUBLIC NOTICE DATE
3/11/20263. SOLICITATION OR PROJECT NUMBER
N/A**B. ARCHITECT-ENGINEER POINT OF CONTACT**

4. NAME AND TITLE

Okan Demirci, PE, QSD/P, Principal Project Manager

5. NAME OF FIRM

Transtech Engineers, Inc.

6. TELEPHONE NUMBER

C: 714-319-6137

7. FAX NUMBER

8. E-MAIL ADDRESS

E: okan.demirci@transtech.org**C. PROPOSED TEAM***(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Transtech Engineers, Inc. ☐ CHECK IF BRANCH OFFICE	13367 Benson Ave, Chino, CA 91710	Prime Consultant
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Ahmad Ansari, PE	13. ROLE IN THIS CONTRACT Contract Principal	14. YEARS EXPERIENCE a. TOTAL 35 b. WITH CURRENT FIRM 10	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Transtech Engineers, Inc.; Chino; CA			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Engineering MBA		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> PE	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> N/A			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION <i>(City and State)</i> Montebello, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION <i>(City and State)</i> South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION <i>(City and State)</i> Temple City, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION <i>(City and State)</i> Maywood, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		

STANDARD FORM 330 (REV. 3/2013) PAGE 2



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Michael Ackerman, PE, QSD/P, QISP	13. ROLE IN THIS CONTRACT Sr. Engineer	14. YEARS EXPERIENCE a. TOTAL 25 b. WITH CURRENT FIRM 15	
15. FIRM NAME AND LOCATION (City and State) Transtech Engineers, Inc.; Chino; CA			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Engineering MBA		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PE QSD QAP	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Montebello, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Temple City, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Maywood, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection ☒ Check if project performed with current firm		

STANDARD FORM 330 (REV. 3/2013) PAGE 2



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Azita Fakoorbayat, PE		Sr. Engineer		a. TOTAL 25	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) Transtech Engineers, Inc.; Chino; CA					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Engineering			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PE		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	South El Monte, CA	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
b.	Montebello, CA	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
c.	South El Monte, CA	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
d.	Temple City, CA	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
e.	Maywood, CA	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		

STANDARD FORM 330 (REV. 3/2013) PAGE 2



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Ziad Mazboudi, PE, QSD/P	13. ROLE IN THIS CONTRACT Sr. Engineer	14. YEARS EXPERIENCE a. TOTAL 35 b. WITH CURRENT FIRM 5	
15. FIRM NAME AND LOCATION (City and State) Transtech Engineers, Inc.; Chino; CA			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PE	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION (City and State) Montebello, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION (City and State) South El Monte, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION (City and State) Temple City, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		
(1) TITLE AND LOCATION (City and State) Maywood, CA	(2) YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (If applicable)	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		

STANDARD FORM 330 (REV. 3/2013) PAGE 2



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) South El Monte, CA		22. YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION (if applicable)
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of South El Monte	b. POINT OF CONTACT NAME Rene Salas, City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 626-579-6540
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Transtech Engineers, Inc.	(2) FIRM LOCATION (City and State) Chino, CA 91710	(3) ROLE Prime Consultant
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (REV. 3/2013) PAGE 3



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State) Rosemead, CA		22. YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Rosemead, CA	b. POINT OF CONTACT NAME Ben Kim, City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 626-569-2169
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, **Plan Check**, Inspection

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Transtech Engineers, Inc.	(2) FIRM LOCATION (City and State) Chino, CA 91710	(3) ROLE Prime Consultant
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (REV. 3/2013) PAGE 3



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION (City and State) Maywood, CA		22. YEAR COMPLETED PROFESSIONAL SERVICES on-going CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Maywood	b. POINT OF CONTACT NAME Jennifer Vasquez, City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 323-562-5700
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, **Plan Check**, Inspection

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Transtech Engineers, Inc.	(2) FIRM LOCATION (City and State) Chino, CA 91710	(3) ROLE Prime Consultant
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (REV. 3/2013) PAGE 3



[illegible]

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection	6	
2	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection	7	
3	City Engineer, Building Official, Traffic Engineer, General Engineering, PM, CM, Plan Check , Inspection	8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Please see SOQ Section **2. Additional Information**

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

STANDARD FORM 330 (REV. 3/2013) PAGE 5



AUTHORIZED FOR LOCAL REPRODUCTION

2. Additional Information

A. COMPANY PROFILE

Company Profile:

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for over 36 years** and provides **municipal services to approximately 90 public agencies**.

Multi-disciplinary Service Capabilities:

Our multi-disciplinary service capabilities include:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering,
- Staff Augmentation
- CIP Program/Construction Management and Inspection
- Grant Writing and Federally Funded Project Management
- Labor Compliance, CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng

Readily Available Large Pool of Staff with Diverse Experience:

Transtech has a **large pool of well experienced staff and resources readily available** to provide requested services, and **respond to requests in a timely, efficient, and cost-effective manner**. Our staff and resources include **approximately 250 professionals**, including plan checkers, inspectors, permit technicians, engineers, traffic and transportation analysts, project managers, construction managers, technicians, support personnel.

Service Philosophy:

Our service philosophy is defined by our unique **“Customer Care” approach in delivering our services in High Quality, Timely, Efficient and Customer Friendly manner**:

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **“Same Day Response”** motto.
- ✓ **Responsiveness is an integral part** of Transtech's “customer friendly” service approach.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **“Customer Care”** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.



B. STAFF QUALIFICATIONS/LICENSES AND RESUMES

STAFF QUALIFICATIONS/LICENSES

One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**. We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.**

Several of our engineers are licensed as Professional Engineers by the State of California Board for Professional Engineers, Land Surveyors, and Geologists (BPELSG).

- PE (Licensed Civil Engineer)
- TE (Licensed Traffic Engineer)
- PLS (Licensed Land Surveyor)
- QSD (Construction General Permit Qualified SWPPP Practitioner)
- QSP (Construction General Permit Qualified SWPPP Developer)
- QISP (Industrial General Permit Qualified Industrial Stormwater Practitioner)
- PMP (Professional Transportation Planner)
- RSP (Registered Safety Professional)
- CAsp (Certified Access Specialist)
- PMP (Certified Project Management Professional)
- CPSWQ (Certified Professional in Storm Water Quality)
- CPESC (Certified Professional in Erosion and Sediment Control)
- LEED AP (Professional with specialty credential with knowledge in green building practices)
- Registered Construction Inspector by American Construction Inspectors Association
- Certified International Municipal Signal Association "IMSA" level III Technician

Several of our staff members are certified by the International Code Council (ICC).

Building Official Certifications:

- ✓ Certified Master Code Professional
- ✓ Building Code Official
- ✓ Building Official

Plan Check Certifications:

- ✓ Residential Building Plans Examiner
- ✓ Commercial Building Plans Examiner
- ✓ California Building Plans Examiner
- ✓ Certified Sustainability Professional
- ✓ CalGreen Plans Examiner
- ✓ Accessibility Plans Examiner
- ✓ Commercial Energy Conservation Plans Examiner
- ✓ Residential Plans Examiner
- ✓ Mechanical Plans Examiner
- ✓ Plumbing Plans Examiner
- ✓ Electrical Plans Examiner

Inspection Certifications:

- ✓ Combination Inspector
- ✓ Commercial Building Inspector

- ✓ Residential Building Inspector
- ✓ Accessibility Inspector
- ✓ Commercial Energy Conservation Inspector
- ✓ Electrical Inspector
- ✓ Commercial Electrical Inspector
- ✓ Residential Electrical Inspector
- ✓ Residential Energy Conservation Inspector
- ✓ Residential Building Inspector
- ✓ Residential Mechanical Inspector
- ✓ Mechanical Inspector
- ✓ Commercial Mechanical Inspector
- ✓ Plumbing Inspector
- ✓ CalGreen Inspector
- ✓ Building Inspector CBC
- ✓ Building Inspector UBC
- ✓ Plumbing Inspector UPC
- ✓ California Building Inspector

- ✓ California Commercial Plumbing Inspector
- ✓ California Residential Mechanical Inspector
- ✓ California Residential Mechanical Inspector

Additional Inspection Certifications:

- ✓ IAPMO Plumbing, Mechanical Inspector
- ✓ Fire Code Inspector
- ✓ Fire Inspector II
- ✓ California UST Inspector

Permit Technician Certification:

- ✓ Permit Technician

CACEO Certified Code Enforcement Officer

State of California Safety Assessment Program:

- CalOES SAP Evaluator

RESUMES

AHMAD ANSARI, PE, Contract Principal



Education

- BS in Engineering, MBA

Registrations/Certifications

- Licensed Civil Engineer



Highlights

Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:

- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:

- Capital Improvement Program project management and delivery; Real Property/Right of Way acquisition and management; Traffic and Transportation engineering; Private Development/Entitlement process review and approval; Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/stripping, fleet; Special Districts, Landscape/Lighting Assessment; Electric Utility

OKAN DEMIRCI, PE, QSD, QSP, MBA, Principal Project Manager



Education:

- BS in Engineering

Registrations/Certifications:

- Licensed Civil Engineer; QSD, QSP; Caltrans Resident Engineer Academy

Highlights:

Mr. Demirci has approximately 15 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support. Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities and manages various capital improvement programs including state and federal funded programs. Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded projects). He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer



Education

- BS in Engineering

Registrations/Certifications

- Licensed Civil Engineer
- QSD, QSP, QISP
- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has approximately 25 years of experience. His experience includes working at public agencies, as well as in private consulting. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at various positions for public agencies including:

• Caltrans:

Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- **Construction Division:** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects, including:
 - Watson Wash Bridge Replacement Right (Rte 40)
 - Replacement of Drains and Earthwork (Rte 40)

- Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).
- **Design Division:** Designed plans, specifications, and estimates for the rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.
- **Traffic Operations Division:** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed traffic studies.
- **City of San Bernardino:**
Mr. Ackerman worked at the City of San Bernardino as a Civil Engineer. He was involved in many projects including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.
- **City of Huntington Park:**
Mr. Ackerman worked for the City as City Engineer. He was responsible for the engineering operations, plan check, CIP Management.

AZITA FAKOORBAYAT, PE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Ms. Fakoorbayat has over 25 years of experience. She has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Recent Experience with Transtech's contract Cities:

Contract CIP Project Manager, City of Chino: As contract CIP Project Manager, coordinate various CIP projects throughout project design phase, including concrete, asphalt, storm drain, sewer, water, grading, traffic signal, accessibility. Conduct design review, PS&E review, constructability and biddability review, and manage design phase of various CIP projects, and manage and coordinate various CIP projects with various design engineers to ensure project design phases are completed within time and budget, and proceed with construction.

Public Agency Experience:

- Principal Engineer, City of Costa Mesa, CA
- As Principal Engineer, perform a broad range of highly complex and professional
- Civil Engineer I, Pierce County Public Works Utilities and Transportation
- Services, Design Section, Tacoma, WA
- Assistant City Engineer, City of Sumner, Sumner, WA

Private Consulting Experience:

- Senior Project Manager, Afb Group, Laguna Niguel, Ca
- Senior Project Manager, Berryman & Henigar, Santa Ana, Ca
- Project Manager, CNC Engineering, Newport Beach, Ca
- Senior Design Engineer/ Project Manager, Harding Lawson Associates Group Inc., Bellevue, Wa

DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer



Education

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications



- Registered Civil Engineer
- Licensed Land Surveyor

Highlights

Mr. Ragland is a civil engineer and land surveyor has over 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction.

CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer



Education

- BS in Civil Engineering,

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Pineda has over 30 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He has served as Principal Project Manager for a variety of projects. Public works design experience covers a wide variety of projects, including the improvement of major arterials, secondary highways and collectors, flood control and drainage projects, water and waste water projects, ADA retrofit, and safe routes to school projects. He has a good understanding and knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. In-tract residential improvements included the design and construction of domestic and reclaimed water infrastructure to serve the new developments.

JOSEPH DEPERALTA, PE, QSD, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Peralta has approximately 30 years of experience. His experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of Engineers, Department of Fish and Game, Union Pacific Railroad and others.

ALLEN PANGAN, PE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Pangan has over 30 years of experience. His experience includes working for City of Palmdale and City of Simi Valley. His prior experience includes working at US Navy, Naval Mobile Construction Battalion. His experience includes working as contract/consultant Civil Engineer, Plan Checker, Design Engineer for various Cities. He managed multi-discipline of wide variety of projects from the initial conception, planning, budgeting, scheduling, preliminary engineering to final engineering and completion of construction. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of

Engineers, Department of Dams and Water Resources, Union Pacific Railroad and others.

ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer, QSD, QSP, CPSWQ, CPESC, LEED AP

Highlights

Mr. Mazboudi has 34 years of progressively responsible, diverse experience in public works, engineering, utilities, development engineering, facilities maintenance, sustainability, environmental programs and project management in both the public and private sector, supported by a strong educational background in civil engineering, geographic information systems, water quality/urban runoff, and environmental programs. His experience includes:

- City of San Clemente - PW Department, Deputy Director/Engineering
- City of San Juan Capistrano - PW/Utilities Department, Senior Civil Engineer
- City of Westminster - PW Department, Associate Civil Engineer/Development Engineer
- City of La Habra - PW Department, Assistant Civil Engineer.

Special International Projects:

- US Green Building Council (www.usgbc.org), Egyptian Green Building Council (EGBC)
Represented the US Green Building Council, to assist in the formation of the EGBC. Provided lectures on the role of government in Green Building and on the US Green Building Program, LEED.
- USAID International Development Agency (www.usaid.gov), In partnership with USAID and ICMA Kingdom of Jordan Commercial/Industrial Environmental Audit
In partnership with USAID and ICMA, developed a training manual for the audit of commercial and industrial facilities in Jordan. Performed audits in Jordan and provided recommendations to the Minister of the Environment and the Minister of Local Government.

BAHMAN JANKA, TE, Sr. Traffic Engineer, Traffic Review Support



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning. He has served as City Traffic Engineer and Transportation Director for public agencies, including:

- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer
- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

DUANE THAN TUT, Landscape Plan Review Support



Education:

- BSLA, University of California at Davis

Registrations/Certifications:

- American Society of Landscape Architects (ASLA); QWEL

Highlights:

Mr. Tut has approximately 25 years of experience. His experience includes various projects (including regional and international projects) from project inception to closeout. Highlighted projects are:

- Primrose Park, Temple City, CA. Cost: \$2m
- Los Angeles Mission College Baseball and Softball Fields, CA
- Streetscape for City of Lomita, CA
- North Verdugo Park, Glendale, CA
- Pacific Park, Glendale, CA
- Santiago Park, Santa Ana, CA: Cost: \$3m
- Lions Park, Costa Mesa: Cost: \$1m
- Brio Park & Oeste Splash Pads, City of La Habra, CA.



- Concept for Norm Ross Sports Complex, City of Stanton, CA for Prop 68 funding City CIP program including managing consultant contracts.

ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Support in Caltrans Involved Projects



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Zaghari has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director (DDD) for Traffic Operations at Caltrans District 7 in Los Angeles. As a member of District 7 Executive Team, Mr. Zaghari was responsible for policy, development and implementation of the traffic operations assets and the safe mobility of all users of the State Highway System (SHS) consisting of approximately 1500 center miles of freeways and conventional highways in Los Angeles and Ventura counties. He managed an operating budget of approximately \$70M encompassing both operations management and capital outlay support needs. The organization under his leadership included critical functions such as Intelligent Transportation Systems (ITS), Traffic Design, District Traffic Manager (DTM), Corridor Management, System Performance, and Encroachment Permits.

JEFFREY KAO, PE, CBO, CASp, ICC Certified Building Official, Plans Examiner and Inspector (ADA, Plumbing, Electrical Review Support)



Education

- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications

- Registered Civil Engineer; CASp
- ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights

Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

DENNIS TARANGO, CBO, CSP, ICC Certified Building Official, Plans Examiner and Inspector (ADA, Plumbing, Electrical Review Support)



Education

- Cal Poly, Engineering; Fresno State BA; Rio Hondo College

Registrations/Certifications

- ICC Certified Building Official, Plans Examiner, Commercial Building Inspector, Building Inspector UBC, Fire Plans Examiner

Highlights: ICC Sustainability Membership Council Governing Committee

Mr. Tarango has over 20 years of experience in building and safety. He is experienced in managing building and safety departments of different municipalities. Currently he is serving as Building Official for Transtech Contract Cities. At Transtech, Mr. Tarango is responsible for the Building and Safety Division as well as business development, client relations, and management oversight. With his analytical and strategic management skills, he provides strong leadership and develops staff to enhance the Departments abilities. Prior to working for Transtech, Mr. Tarango served as Deputy Building Official, Plans Examiner, and Senior Building Inspector for various local cities including the City of Diamond Bar, City of Yorba Linda, and City of Hemet.



C. SIMILAR EXPERIENCE

Following is a partial list of Agencies where we are providing similar Plan Checking services:

- City of Alhambra - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Azusa - Services Provided: Building & Safety, **Plan Check**, Inspection
- City of Buena Park - Services Provided: **Development Plan Check**, Staff Augmentation
- City of Commerce - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Cudahy - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, **CIP Management/Construction Management**, **Staff Augmentation**
- City of Glendora - Services Provided: City Engineering, Traffic Engineering; **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Hermosa Beach - Services Provided: Building & Safety, **Plan Check**, **Inspection**
- City of Hidden Hills - City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Lynwood - City Engineering, Traffic Engineering; **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Maywood - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Montebello - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Monterey Park - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Ontario - Services Provided: CIP Management/Construction Management, **Development Plan Check**, Building & Safety, **Plan Check**, **Inspection**
- City of Pasadena - Services Provided: Building & Safety, **Plan Check**, **Inspection**
- City of Rancho Palos Verdes - Services Provided: Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Rialto - Services Provided: As-needed Traffic Engineering, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Rosemead - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Santa Fe Springs - Services Provided: Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of South El Monte - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Temple City - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation
- City of Upland - Services Provided: **As-needed Plan Check**, Inspection
- City of Victorville - Services Provided: **As-needed Plan Check**, Construction Management, Inspection
- City of West Covina - Services Provided: City Engineering, Traffic Engineering; Building & Safety, **Development Plan Check**, CIP Management/Construction Management, Staff Augmentation



D. REFERENCES

CITY OF ALHAMBRA

Contact: Andrew Ho, Community Development Director
T: 626-570-5041; E: andrewho@cityofalhambra.org
Contract Dates: Started in 1993 – Ongoing Service
Contract Amount: Appr. \$1.5m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; **Engineering Plan Check**; Map Check; Public Works Permit Inspection

CITY OF COMMERCE

Contact: Jessica Serrano, Director of Community Development
T: 323-722-4805 Ext. 2811; E: jserrano@commerceca.gov
Contract Amount: Appr. \$1.5m annually
Contract Dates: Started in 2015 – Ongoing Service
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; **Engineering Plan Check**; Map Check; Public Works Permit Inspection

CITY OF MAYWOOD

Contact: Jennifer Vasquez, City Manager
T: 323-562-5700 ; E: Jennifer.Vasquez@cityofmaywood.org
Contract Dates: Started in 2020 – Ongoing Service
Contract Amount: Appr. \$0.5m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; **Engineering Plan Check**; Map Check; Public Works Permit Inspection

CITY OF MONTEBELLO

Contact: Joseph Palombi, Director, Planning and Community Development Department
T: 626-403-7222; E: JPalombi@montebelloca.gov
Contract Dates: Started in 2023 – Ongoing Service
Contract Amount: Appr. \$1m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; **Engineering Plan Check**; Map Check; Public Works Permit Inspection

CITY OF MONTEREY PARK

Contact: Timothy Hou, AICP · Community Development Director
T: 626-307-1463; E: thou@montereypark.ca.gov
Contract Dates: Started in 2013 – Ongoing Service
Contract Amount: Appr. \$1m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; **Engineering Plan Check**; Map Check; Public Works Permit Inspection

CITY OF ONTARIO

Contact: Dan Beers, Design & Construction, Director
T: 909-395-2806; E: DBeers@ontarioca.gov
Contract Dates: Started in 2024 – Ongoing Service
Contract Amount: Appr. \$1m annually
Services Provided: Project Specific Building Official, Building Plan Check and Inspection (City's Minor League Baseball Stadium Project (Valuation \$100 M); **Engineering Plan Check**; CIP Management; Construction Management

CITY OF ROSEMEAD

Contact: Ben Kim, City Manager



Contract Dates: T: 626-569-2169; E: bkim@cityofrosemead.gov
Contract Amount: Started in 2022 – Ongoing Service
Services Provided: Appr. \$1.5m annually
Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering;
CIP Management; Federally Funded Project Management; Engineering Design; **Engineering**
Plan Check; Map Check; Public Works Permit Inspection

CITY OF SOUTH EL MONTE

Contact: Rene Salas, City Manager
T: 626-579-6540; E: rsalas@soelmonte.org
Contract Dates: Started in 2018 – Ongoing Service
Contract Amount: Appr. \$1m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering;
CIP Management; Federally Funded Project Management; Engineering Design; **Engineering**
Plan Check; Map Check; Public Works Permit Inspection

CITY OF TEMPLE CITY

Contact: Bryan Cook, City Manager
T: 626-285-2171; E: bcook@templecity.us
Contract Dates: Started in 2013 – Ongoing Service
Contract Amount: Appr. \$1.5m annually
Services Provided: Building & Safety; Building Official, Plan Review, Inspections; City Engineering; Traffic Engineering;
CIP Management; Federally Funded Project Management; Engineering Design; **Engineering**
Plan Check; Map Check; Public Works Permit Inspection



E. APPROACH, METHODOLOGY, QUALITY CONTROL

Plan Check Approach: Our service philosophy is defined by our unique “**Customer Care**” approach in delivering our services in an efficient, cost-effective, timely and customer friendly manner:

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that**.
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- ✓ Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency**.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.
- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our “**Same Day Response**” motto.
- ✓ **Responsiveness is an integral part** of Transtech's “customer friendly” service approach.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing “**Customer Care**” to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Plan Check Processing: When a plan check order is received, it is logged and reviewed by Building Staff and then assigned to applicable plan checkers. The plan check duration is monitored thru the plan check log data base, which generates messages at identified intervals to inform plan checker and supervising Sr. Staff so that they are aware of how the progress and status continuously. If any potential delay is monitored, necessary steps are taken, such as meeting with plan checker to review the schedule, workload, performance, and identify actions, including assigning additional staff, if necessary, to ensure timely completion of assignment.

Plan Check Coordination: Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks.

- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. This pro-



active approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.

Approach to Meeting with Applicants: Our staff is available to applicants by phone and through email or through virtual meeting for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants virtually via TEAMS or ZOOM or when necessary, at City Hall, but we also have an available facility at our office meetings with applicants.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff is able to provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Electronic Plan Check: Transtech provides Electronic Plan Check.

Quick Turn Around Time and Expedited Services / Expedited/Off-Business Hours/Weekend Services: Transtech will provide plan checks on a quick turn-around schedule. Transtech also provides expedited service when requested. If the City receives a request from applicants for expedited plan check services, Transtech staff will provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

EXAMPLES OF PLAN CHECK

Following are few screen shots of plan review product.

Example of Electronic Engineering Plan Check



City of South El Monte, 1415 Santa Anita Avenue South El Monte, CA 91733

ENGINEERING COMMENTS

For Plan Check Questions please contact plancheck@transtech.org. For all permitting questions, please contact City Permit Counter at egandara@soelmonte.org, California

Project	SEMPW240299-1099_STREET_IMPROVEMENT 11214-11234 RUSH ST-STREET IMPROVEMENTS
Project Address	11214 Rush St South El Monte, CA 91733 United States
Files and Attachments	1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf 1st Submittal

Instructions

IMPORTANT – PLEASE READ THE FOLLOWING: 1. This list of plan approval requirements is from the Engineering Division only. All of the requirements on this list must be satisfied in order to obtain plan approval from the Engineering Division. Approval of these plans does not grant approval to violate any Code or any State or Federal Law. This list of approval requirements is not to be construed as a guarantee that all code violations have been identified and corrected. 2. Indicate in the clear space provided of each plan approval requirement where, on your plans, compliance is specified. Please indicate a specific note number, detail number and/or location within a sheet. To reduce plan approval turn-around time, please do not simply respond with a sheet number. 3. Prior to start of any work within public right of way, an encroachment permit shall be obtained, and fees paid for construction inspection prior to starting work. For questions contact the Engineering Division permit counter. 4. For all permitting and fees questions, you may contact City Engineering Division Permit Counter.

1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf

[Page 1 | Sheet C1.0 | Comment 00002 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Create a space or box with dimensions no less than 4-inch by 4-inch in the title block of each sheet of drawings, either on the right or at the bottom of sheet to your design preference,

reserved for placement the approval stamp(s). Label the space or box "AHJ STAMP APPROVAL".

[Page 1 | Sheet C1.0 | Comment 00004 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Provide two phone numbers and associated contact names on the first sheet of the grading plans for individuals to be contacted in case of emergency. These number must be available during non-business hours. Non-business specifically means a number that will be answered at times other than normal business hours; therefore, a normal office phone number is not acceptable.

[Page 1 | Sheet C1.0 | Comment 00010 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Copy and post City Street Improvement General Notes, see link below:

<https://www.dropbox.com/scl/fi/rh7y348ncr8q12ws1libf/General-Notes-STREET-IMPROVEMENTS-PLANS.docx?rlkey=mi7hhq6mcylnfs7pwcwswszu8&dl=0>

[Page 1 | Sheet C1.0 | Comment 00011 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

This project requires Traffic Engineering review and approval. Contact Engineering Counter to arrange the plan review fees for Traffic Engineering and at resubmittal include response how and where on the plans you've been addressing Traffic Conditions.

[Page 4 | Sheet C3.0 | Comment 00005 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

Submit under separate project ID Easement Deed Street Dedication, and provide project ID#see link for format:

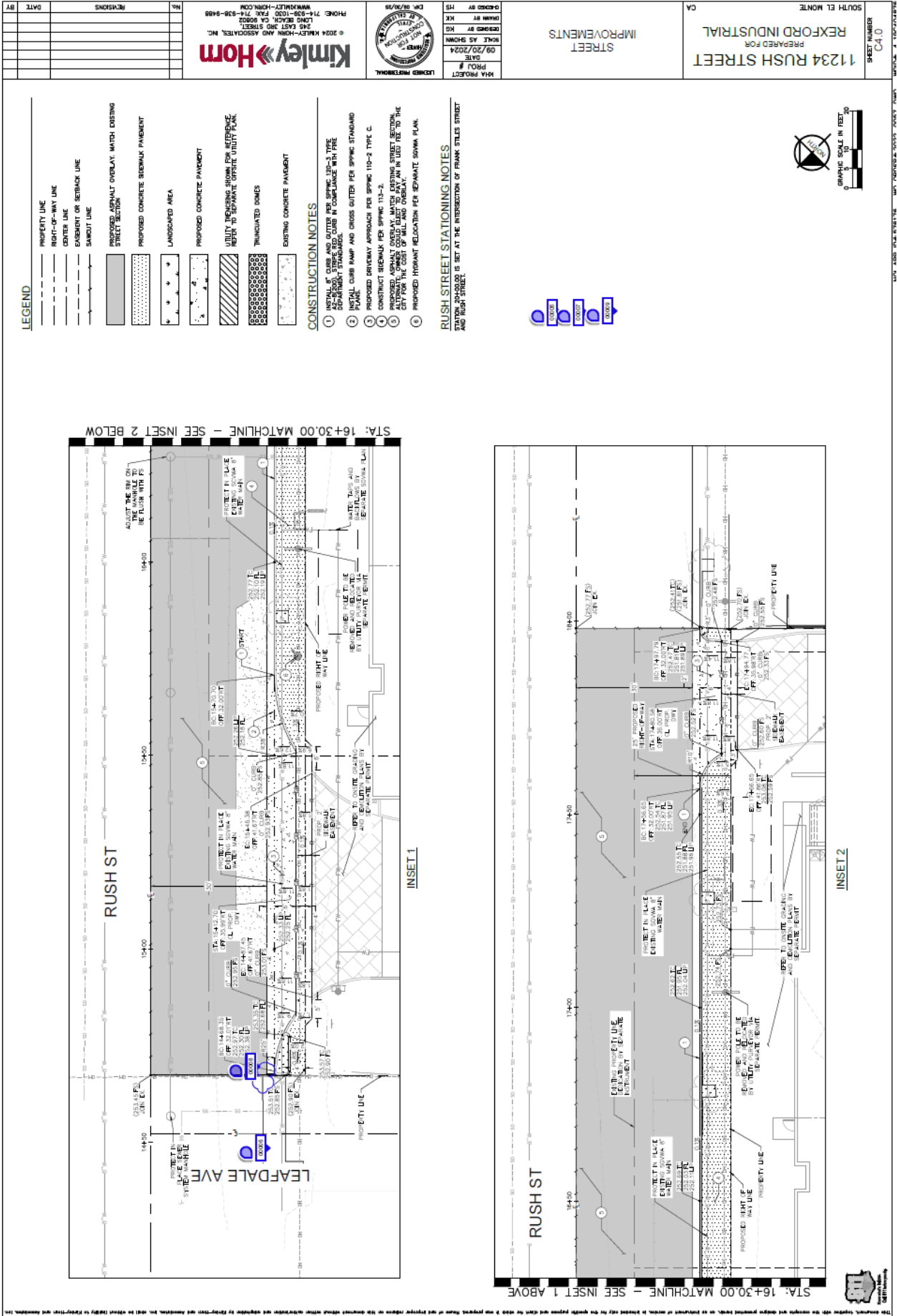
<https://www.dropbox.com/scl/fi/2mhelgwe6yu8fg70gqm3m/SEM-Easement-Deed-Street-Dedication.pdf?rlkey=54bqunpcgibetgk4tpf4wbmvo&dl=0>

[Page 4 | Sheet C3.0 | Comment 00006 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]

In Leafdale Ave and Rush St, provide new curb ramp and cross gutter. Remove entire broken PCC cross gutter.

[Page 5 | Sheet C4.0 | Comment 00007 | 1. 11214 Rush St_Offsite Street Improvements_2024.09.20.pdf]





Example of Electronic Map Check



17 March 2021

CITY OF SOUTH EL MONTE ENGINEERING DEPARTMENT

City of El Monte

Engineering Division
1415 Santa Anita Ave
City of South El Monte, CA 91733

Contact City Engineering Permit
Counter for Engineering Permitting
Questions (626)579-6540 ext 3203

SEMPW-1038-PM83104

10715 Rush St
South El Monte, CA 91733
United States

Project Information

10715-10719 Rush, FINAL MAP Condo Conversion

Files and Attachments

+ PM 83104 Sht01~02.pdf

Contacts

PLAN CHECK

9095958599
plancheck@TRANSTECH.ORG

Public Works

Please provide:

1. Updated Prelim Title Report within 30 days
2. Parcel map Guaranty
3. Conditions of Approval
4. Reference Maps and Reference Mapping Documents
5. Utility Non-Interference Letters for all Utility Companies having Easements over any portions of the subdivided property.

Page 1 | Comment 00001

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 1 | Comment 00002

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Page 1 | Comment 00003

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

It looks like only one signature required

If only one signature required then only one notary jurat required

Scope of Work

<p>FINAL MAP FOR 3 Unit Warehouse Condo Conversion</p>

Instructions

Please exercise extra care to ensure that all requirements are satisfied to avoid paying extra plan review fees.

The initial plan review fee paid at the time of plan submittal is not for the review of entire project scope. Additional fees will be assessed during the first review. The plan review fees cover the first, second and third reviews of the plans. Additional fees are required to be paid for any additional plan review required after the third review of the plans.

For all status inquiries, fee payment or help how to resubmit your plans via this electronic plan review portal you may contact City Engineering Permit Counter

When you sign in to your Gopost Account, make sure to select the City of South El Monte Public Works Department Plan Review Portal

Please note that fee payment is required prior submitting plans. At resubmittal please include the following;

- Copy of permit application and fee receipts
- Reply to plan check comments
- Revised plan
- All other supplemental documents as requested on redlined

Page 1 | Comment 00004

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Basis of Bearings already shown on sheet 2

Page 1 | Comment 00005

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Copy Easement Notes over to Sheet 2 and repurpose Easement Notes this sheet to the Signature Omission Statement

Page 1 | Comment 00006

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

Need Condominium Note

Page 1 | Comment 00007

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

DAVID B. RAGLAND, L.S.5173

ON BEHALF OF THE CITY ENGINEER

Page 1 | Comment 00008

PM 83104 Sht01~02.pdf

+ STEVEN BLISS
+ bliss@transtech.org

REMOVE EXIST STAMP & LEAVE SPACE DAVID RAGLAND'S STAMP

Page 1 | Comment 00009

PM 83104 Sht01~02.pdf

Please remove



[illegible][illegible]

F. INSURANCE

Transtech's current Insurance Info is provided below. If selected by the Agency for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements with the Agency's Attorney. Following items may be discussed:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: Hartford Casualty Insurance Company INSURER E: INSURER F:	
License#: 6003745 TRANENG-09		NAIC # 31194 25674 25682 29424	

COVERAGES **CERTIFICATE NUMBER:** 941351487 **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
B	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y	Y	6805H737478	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ NoOwnedAutos	Y	Y	BA3R067451	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	N/A	57WEGAA508A	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2025	12/31/2026	Per Claim Aggregate Limit \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
 The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability
 Project: Agreement #A8892, All Operations of the Named Insured for City of Palmdale.
 The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with See Attached...

CERTIFICATE HOLDER City of Palmdale 38250 Sierra Highway Palmdale CA 93550	CANCELLATION 30 Day Notice of Cancellation 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
--	---

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ACORD 25 (2016/03)

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ON-CALL PROFESSIONAL ENGINEERING, PLAN CHECKING CONTRACT SERVICES



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Statement of Qualifications for On-Call Professional Plan Checking Contract Services - City of Cypress, California

2. PUBLIC NOTICE DATE

March 5, 2026

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Kevin Ko, Principal

5. NAME OF FIRM

Kevin Ko and Associates

6. TELEPHONE NUMBER

(808) 589-6135

7. FAX NUMBER

8. E-MAIL ADDRESS

kko@kkoandassociates.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	☒				Kevin Ko and Associates ☐ CHECK IF BRANCH OFFICE	13337 South Street, Ste #334 Cerritos, CA 90703	Plan Review Engineers
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



ORGANIZATION CHART

Below we have provided an organizational chart identifying the key personnel and support staff.



CITY OF CYPRESS

Kevin Ko, PE, QSD, PMP
Principal-in-Charge
Contract Administrator



TECHNICAL TEAM LEADS AND SUPPORT

Plan Check Review Services

Kevin Ko, PE, QSD, PMP
Steven Wright, PE, TE

Support Staff (As-Needed)

Mike Tran, PE
John Rico, PE
Yoshi Achiwa

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kevin Ko, PE, QSD, PMP	Principal-in-Charge/Plan Review Engineer	12	4

15. FIRM NAME AND LOCATION *(City and State)*

Kevin Ko and Associates - 13337 South Street, Ste #334 Cerritos, CA 90703

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

Bachelor of Science - Civil Engineering, University of Hawaii, Manoa
 Graduate Coursework - Civil and Structural Engineering, University of Hawaii, Manoa
 Graduate Coursework - Structural Engineering, University of Illinois, Urbana Champaign

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

CA Registered Civil Engineer (C88495)
 HI Professional Civil Engineer (PE-18883)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Qualified SWPPP Developer (C88495) APWA PWI Graduate
 Project Management Professional (2918711) Caltrans Resident Engineer Academy

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Plan Review Engineer	CONSTRUCTION <i>(If applicable)</i>
a. Buffalo Wild Wings, City of Pico Rivera, CA (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm This project involves construction of a new 7,074 SF Buffalo Wild Wings restaurant within an existing commercial plaza located at 8800 Washington Blvd in the City of Pico Rivera. Work involved demolishing an existing structure, grading, erosion control, and installation of new underground water, sewer, and storm drain utilities.			
b. El Rancho High School, City of Pico Rivera, CA (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm This project involves offsite improvements to El Rancho High School in the City of Pico Rivera. Improvements included sewer lateral connection, storm drain improvements, and street improvements on Passons Blvd.			
c. Plan Check & Constructability Review Services for PN 869A Palmdale Blvd. Rehabilitation City of Palmdale, CA (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm This project involves the reconstruction and rehabilitation of Palmdale Boulevard from 50th Street East to 70th Street East in the City of Palmdale, completed in two phases. Work includes saw-cutting; excavation, removal, and disposal of existing asphalt concrete; and cold milling of pavement. Improvements also include traffic control, placement of AC and asphalt rubber hot mix, utility coordination, replacement of striping and markings, and final site cleanup.			
d. KB Home - Belcourt Place, City of El Monte, CA (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm This project involves construction of an 82-unit single-family home subdivision with interior private streets and driveways, outdoor fitness parks, and a tot lot on an approximately 5-acre lot. Challenges involved soil remediation due to previous contamination and undergrounding of SCE transmission lines running through the interior of the site.			
e. New Home Company - Leal Master Plan, City of Eastvale, CA (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm This project involves construction of up to 2,500 residential units, retail and commercial space, a new City Downtown Core including a new City Hall, Library, Police Station, and Fire Station on approximately 158.6 acres. Project conditions include public/private street improvements, public/private utility improvements, WQMP BMPs, and traffic signal improvements. The project is broken up into 3 phases for the construction of new residential homes and a separate phase for the City Downtown Core.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Steven L. Wright, PE, TE	Plan Review Engineer	a. TOTAL 36	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kevin Ko and Associates - 13337 South Street, Ste #334 Cerritos, CA 90703			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science - Civil Engineering, California State Polytechnic University, Pomona		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> CA Registered Civil Engineer (C48650) CA Registered Traffic Engineer (TR1755)	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Caltrans Resident Engineer Academy			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Plan Check & Constructability Review Services for PN 869A Palmdale Blvd. Rehabilitation City of Palmdale, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Plan Review Engineer	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project involves the reconstruction and rehabilitation of Palmdale Boulevard from 50th Street East to 70th Street East in the City of Palmdale, completed in two phases. Work includes saw-cutting; excavation, removal, and disposal of existing asphalt concrete; and cold milling of pavement. Improvements also include traffic control, placement of AC and asphalt rubber hot mix, utility coordination, replacement of striping and markings, and final site cleanup.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> CIP 040 Peck Road and Santa Anita Traffic Signal Improvements, City of El Monte, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Project Manager/Traffic Engineer	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project involves upgrading signal hardware and enhancing pedestrian safety at 29 signalized intersections along Peck Road (Hemlock Street to Fineview Street) and Santa Anita Avenue (Garvey Avenue to West Hondo Parkway). Work includes installation of pedestrian countdown heads and replacement of eight-inch signal heads with twelve-inch LED heads to improve visibility, reduce conflicts between vehicles and non-motorists, and provide adequate pedestrian crossing time.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> CIP 070 Garvey Avenue Traffic Signal and Pedestrian Improvements, City of El Monte, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Project Manager/Traffic Engineer	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project involves upgrading signal hardware and enhancing pedestrian safety at 14 signalized intersections along Garvey Avenue (Valley Boulevard to Merced Avenue) and Durfee Avenue (Exline Street to Fineview Street). Work includes installation of pedestrian countdown heads and replacement of eight-inch signal heads with twelve-inch LED heads to improve visibility, reduce conflicts between vehicles and non-motorists, and provide adequate pedestrian crossing time.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> CIP 071 Zone 9 Street Improvement Project	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Project Manager/Traffic Engineer	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project includes rehabilitation within Zone 9 Phase 1 area; removal and replacement of curb ramps, curb, gutter, and sidewalk; and striping and signing. Project are bounded by Lower Azusa Road, Ramona Boulevard, Peck Road, and the San Gabriel Valley River. The Project will include slurry seal, cape seal, asphalt overlay, and some localized spot reconstruction as required within the above-mentioned project limits.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Eastvale Temporary City Hall, City of Eastvale	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Plan Review Engineer	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project involves site preparation for the installation of two modular buildings to be used as a temporary City Hall. Improvements include parking lot improvements, pervious gravel parking lot, utility connections, and landscaping.		
☐ Check if project performed with current firm		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Plan Check & Constructability Review Services for PN 869A Palmdale Blvd. Rehabilitation City of Palmdale, CA	22. YEAR COMPLETED PROFESSIONAL SERVICES Plan Review Engineer CONSTRUCTION <i>(If applicable)</i>	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Palmdale	b. POINT OF CONTACT NAME Rebecca Brown	c. POINT OF CONTACT TELEPHONE NUMBER (661) 267-5310
--------------------------------------	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Provided plan review for this project which involved the reconstruction and rehabilitation of Palmdale Boulevard from 50th Street East to 70th Street East in the City of Palmdale, completed in two phases. Work includes saw-cutting; excavation, removal, and disposal of existing asphalt concrete; and cold milling of pavement. Improvements also include traffic control, placement of AC and asphalt rubber hot mix, utility coordination, replacement of striping and markings, and final site cleanup. The engineer's estimate for this project was \$6,637,340.22.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kevin Ko and Associates	(2) FIRM LOCATION <i>(City and State)</i> 13337 South Street, Ste #334 Cerritos, CA 90703	(3) ROLE Plan Review Engineers
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> CIP 071 Zone 9 Street Improvement Project		22. YEAR COMPLETED PROFESSIONAL SERVICES Project Manager/Traffic Engineer CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of El Monte	b. POINT OF CONTACT NAME James Valdez	c. POINT OF CONTACT TELEPHONE NUMBER (626) 580-2046
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Provided plan review for this project which involved the rehabilitation within Zone 9 Phase 1 area; removal and replacement of curb ramps, curb, gutter, and sidewalk; and striping and signing. Project are bounded by Lower Azusa Road, Ramona Boulevard, Peck Road, and the San Gabriel Valley River. The Project will include slurry seal, cape seal, asphalt overlay, and some localized spot reconstruction as required within the above-mentioned project limits. The engineer's estimate for this project was \$4,385,700.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Kevin Ko and Associates	(2) FIRM LOCATION <i>(City and State)</i> 13337 South Street, Ste #334 Cerritos, CA 90703	(3) ROLE Project Manager
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Eastvale Temporary City Hall, City of Eastvale		22. YEAR COMPLETED PROFESSIONAL SERVICES Plan Review Engineer CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Eastvale	b. POINT OF CONTACT NAME Jimmy Chung	c. POINT OF CONTACT TELEPHONE NUMBER (951) 703-4473
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Provided plan review for this project which involved the site preparation for the installation of two modular buildings to be used as a temporary City Hall. Improvements include parking lot improvements, pervious gravel parking lot, utility connections, and landscaping. The engineer's estimate for this project was \$1,200,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kevin Ko and Associates	(2) FIRM LOCATION <i>(City and State)</i> 13337 South Street, Ste #334 Cerritos, CA 90703	(3) ROLE Project Manager
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Plan Check & Constructability Review Services for PN 869A Palmdale Blvd. Rehabilitation, City of Palmdale, CA	6	
2	Zone 9 Street Improvement Project, City of El Monte, CA	7	
3	Eastvale Temporary City Hall, City of Eastvale, CA	8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

03/27/2026

33. NAME AND TITLE

Kevin Ko, Principal

1. SOLICITATION NUMBER <i>(If any)</i>
--

(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	4	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	4	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

AUTHORIZED FOR LOCAL REPRODUCTION



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 05/12/2026

SUBJECT: Approve an Agreement for Youth Sports Officials

RECOMMENDATION

Approve an agreement with Inland Roundball Officials for youth sports officiating, with an option for two one-year extensions, for a total amount not to exceed \$52,290, and authorize the City Manager to execute the agreement and extensions.

DISCUSSION

Recreation and Community Services offers youth basketball and volleyball leagues twice each year. The basketball and volleyball leagues provide recreational opportunities to approximately 580 participants aged seven to thirteen. The leagues regularly fill to capacity within a few hours of opening registration and are coached by volunteers.

Each youth basketball game is officiated by two officials who are certified from the National Association of Sports Officials (NASO). Recreation staff currently officiates volleyball matches but it is recommended to use a contracted service that provides NASO certified officials to provide officiating for the league.

The basketball officiating contract expires on June 30, 2026. A Request for Proposals (RFP) was issued to qualified sports official companies in February 2026, with three companies responding. Inland Roundball Officials, Inc. was the lowest responsible bidder and has provided similar officiating services to various cities including Brea and South Gate.

The recommended one-year agreement provides the City with the option for two, one-year extensions through June 30, 2029. Officiating costs are estimated at \$17,430 over the initial one-year term of the agreement. If the two optional extensions are exercised, the per game fees will remain fixed for the three-year term and total costs will not exceed \$52,290.

BUDGET IMPACT

The total amount for the first year of the contract is \$17,430. Sufficient amounts are proposed in the 2026-2027 Park District General Fund budget for the first year of officiating costs included in the contract. If the two optional one-year extensions are exercised, the contract costs will be incorporated into future budgets.

LEGAL REVIEW

The City Attorney has reviewed the contract as to form.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Youth Sports Officiating Agreement

CITY OF CYPRESS
AGREEMENT FOR CONTRACT SERVICES FOR
YOUTH BASKETBALL AND VOLLEYBALL OFFICIALS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____ 2026, by and between the CITY OF CYPRESS, a charter city & municipal corporation ("City") and Inland Roundball Officials Inc., a California corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **FIFTY TWO THOUSAND, TWO HUNDRED NINETY DOLLARS (\$52,290)** ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Jason Logan, Owner of Inland Roundball Officials Inc. is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Ervy Rodriguez, Recreation Supervisor [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are

cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

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

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

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Contractor shall promptly notify the City should Contractor 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 thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

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 Orange, State of California. 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 Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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.

7.4 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 written notice to Contractor. In addition, the Contractor may terminate this Contract at any time for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor 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. Contractor shall take affirmative action to ensure 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

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

8.3 Notice. 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 Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 Attorney's 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be

consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials

A handwritten signature in dark ink, appearing to be a stylized 'J' or 'I' followed by a flourish, written over a horizontal line.

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

[Signatures on the following page.]

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

CITY:

City of Cypress, a municipal corporation

Shannon DeLong, City Manager

ATTEST:

Lisa Berglund, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

William Wynder, City Attorney

CONTRACTOR:

Inland Roundball Officials Inc.

13337 South Street #691

Cerritos CA, 91703

By: _____

Name: Jason Logan

Title: Owner, Inland Roundball Officials
Inc.

By: _____

Name:

Title:

Inland Roundball Officials Inc.

13337 South Street #691

Cerritos, CA 90703

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. To provide basketball officials for the youth basketball league, two officials per game, and youth volleyball league, one official per game. The City of Cypress will provide: scorekeepers, league administrator, game schedules, league rules, and promotional materials.
- II. Contractor will provide City of Cypress a list from the National Association of Sports Officials (NASO) certifying that all officials working Cypress Youth Basketball and Cypress Youth Volleyball games are NASO Members. Thus, all having liability insurance that meets the minimum requirements listed in Section 5.
- III. Contractor will only assign officials that are listed as NASO Members as shown on the required list from NASO certifying each officials membership.
- IV. City requests that the Contract Officer not officiate games in the leagues.
- V. City will notify Contractor of the league's projected starting date three weeks in advance.
- VI. City will e-mail the current league schedules to the Contractor one week prior to start of league.

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Section 2.2 shall be amended to read in its entirety as follows:

“2.2 Invoices. Contractor shall furnish an original invoice bi-weekly for all work performed during the previous two week period in a form approved by the City’s Director of Finance. By submitting an invoice for payment under this agreement, Contractor is certifying compliance with all provisions of the agreement. City will process a check once the invoice is received according to the city’s warrant run schedule. City will provide Contractor with City of Cypress’ accounts payable warrant run schedule.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.”

II. Section 3.4 shall be amended to read in its entirety 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 the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). City reserves the right in its sole and unfettered discretion, to extend the Term of this Agreement, upon the same terms and conditions set forth herein, for up to a maximum of two (2), one (1) year extended terms (an “Extended Term”). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than forty-five (45) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.”

III. Section 5.1(b) shall be amended to read in its entirety as follows:

“5.1(b) Worker’s Compensation Insurance. Contractor is not required to have Worker’s Compensation Insurance as Contractor has no employees. Contractor will only assign certified officials from the National Association of Sports Officials, whom provides liability insurance to its members.”

IV. Section 5.1(c) shall be amended to read in its entirety as follows:

“5.1(c) Automotive Insurance. Contractor is not required to have automotive insurance as services set forth in Exhibit “A” do not require a vehicle to be operated on City property.”

V. Section 5.2 shall be amended to read in its entirety as follows:

“5.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City of Cypress and Cypress Recreation and Park District, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City and Cypress Recreation and Park District, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City’s Risk Manager or other designee of the City due to unique circumstances.”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Youth Basketball Games for \$70.00 (\$35.00 per official) per game and Youth Volleyball Games for \$35.00 (\$35.00 per official) paid to Jason Long quarterly once season begins. The final payment will be after the season is completed and will reflect playoffs, any make-ups, forfeits, or no shows of officials.
- II. Contractor will be fined a fee of \$70.00 per game when both official(s) do not show to scheduled games, \$35 per game when one official does not show to scheduled games, and will be fined a \$20.00 flat fee if Officials (one or both) are more than 10 minutes late.
- III. Contractor will supply an invoice for the youth basketball officials and youth volleyball officials every two weeks during the season.
- IV. City will process a check once invoice is received according to the City's warrant run schedule.
- V. City will provide Contractor with City of Cypress' accounts payable warrant run schedule.
- VI. In the event that games get cancelled without notice, the city will pay contractor the official's fees (\$35 per official) for the first scheduled game.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

Game schedules will be provided three weeks prior to the start of the season.

<i>Season</i>	<i>Dates</i>
2026 Fall Volleyball League	August 2026 through October 2026
2027 Winter Basketball League	November 2026 through January 2027
2027 Spring Volleyball League	January 2027 through March 2027
2027 Summer Basketball League	March 2027 through May 2027

1st Year Renewal Dates – Fall 2027 – Summer 2028

If City exercises its first option to renew, as provided in Section 3.4 of the Agreement, then Contractor’s performance schedule shall be as follows:

<i>Season</i>	<i>Dates</i>
2027 Fall Volleyball League	August 2027 through October 2027
2028 Winter Basketball League	November 2027 through January 2028
2028 Spring Volleyball League	January 2028 through March 2028
2028 Summer Basketball League	March 2028 through May 2028

2nd Year Renewal Dates – Fall 2028 – Summer 2029

If City exercises its second option to renew, as provided in Section 3.4 of the Agreement, then Contractor’s performance schedule shall be as follows:

<i>Season</i>	<i>Dates</i>
2028 Fall Volleyball League	August 2028 through October 2028
2029 Winter Basketball League	November 2028 through January 2029
2029 Spring Volleyball League	January 2029 through March 2029
2029 Summer Basketball League	March 2029 through May 2029



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/12/2026

SUBJECT: Approve the Leasing and Upfitting of Five Replacement Vehicles

RECOMMENDATION

1. Approve a Master Equity Lease Agreement and Addendum, Self-Insurance Addendum, and Government Credit Application with Enterprise Fleet Management, Inc.;
2. Authorize the City Manager to execute the Agreement, supporting documents, and future Amendments to the Agreement; and
3. Approve the leasing and upfitting of five replacement vehicles for an amount not to exceed \$182,964, plus a 5% contingency from Enterprise Fleet Management, Inc. utilizing cooperative purchasing through Sourcwell contract 030122-EFM.

DISCUSSION

Public Works oversees procurement and maintenance of the City's vehicle fleet. In recent years, vehicle procurement has become more complex due to supply chain challenges, rising costs, and longer delivery timelines. In response, staff evaluated vehicle leasing as an alternative procurement strategy to provide greater flexibility, improve lifecycle management, and streamline replacement planning. Staff identified Enterprise Fleet Management (Enterprise) as a viable partner to support a pilot leasing program utilizing an open-end municipal lease structure. Enterprise has partnered with more than 50 cities statewide, including several neighboring agencies such as La Palma, Westminster, Garden Grove, Fullerton, Fountain Valley, Dana Point, and Seal Beach.

Under the proposed pilot, the City would lease five vehicles: one Ford F-150 internal combustion engine truck for Recreation and Community Services, two Chevrolet Equinox EVs for Recreation and Community Services, one Chevrolet Equinox EV for Code Enforcement, and one Chevrolet Equinox EV for the Engineering Division. The four EVs are proposed as part of a pilot effort to begin electrifying the City's light-duty fleet and advance a City Council Strategic Plan goal. Given evolving EV technology and uncertainty regarding

long-term costs and infrastructure needs, leasing provides a prudent way to evaluate EV deployment before broader fleet integration.

The open-end lease structure will allow the City to assess vehicle performance, operating costs, maintenance needs, and replacement timing while maintaining flexibility as technologies evolve. Unlike a traditional lease, the bulk of the cost for the five-vehicles (\$172,139) will be paid at the commencement of the lease with the remaining portion (\$2,165) paid annually. The plan also enables the City to recover the highest resale values by selling vehicles at optimal times to better accommodate an effective vehicle lifecycle. The resale values will be used as equity toward leasing newer vehicles and Enterprise has demonstrated the ability to sell vehicles at an average of 112% above the Commercial Value Index (auction). To support the pilot and future electrification efforts, a project is underway to install four EV charging stations at the Maintenance Yard.

The FY 2025-26 Budget includes funding for replacement of the five vehicles identified above, all of which have been in service for more than twenty years and have reached the end of their useful life. Staff recommends leasing the vehicles through Enterprise utilizing the Sourcwell cooperative purchasing program. Municipal Code Section 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective method of procurement due to receiving volume-type pricing. Such cooperative agreements provide the same terms and prices offered to other government agencies through a competitive bid process. The lease cost for the five vehicles for the 60-month term, including all equipment and upfitting, is \$182,964.

BUDGET IMPACT

The total cost with contingency to lease and upfit the five vehicles is \$192,112. This amount includes a one-time down payment of \$172,139 and \$2,165 annually for vehicle financing over the five-year lease term. There are sufficient funds budgeted in the City's Capital Replacement Fund for this lease. A portion of this lease will be paid from a \$114,160 grant allocation the City received from the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant Program to support the procurement of electric vehicles.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approved the agreements as to form.

APPROVED BY: Shannon DeLong, City Manager

Attachments

Master Equity Lease Agreement Documents
Sourcwell Contract 030122-EFM
Vehicle Lease Proposal

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
Signature: _____	
By: _____	
Title: _____	
Address: _____	

Date Signed: _____, _____	Date Signed: _____, _____

LESSEE: _____	
Signature: _____	
By: _____	
Title: _____	
Address: _____	

Date Signed: _____, _____	

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Cypress, CA ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 7 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, if any, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

Section 9(c) of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the gross negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

Section 9(e) of the Master Equity Lease Agreement is an additional paragraph and reads as follows:

Except for liability for (i) indemnification or (ii) gross negligence or willful misconduct, Lessee shall not be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessee was advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the gross negligence or willful misconduct of Servicer or any other agent of Lessor and to the extent permitted by California state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee

and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law

Section 14(c) (second paragraph) of the Master Equity Lease Agreement is amended to read as follows:

Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by court of competent jurisdiction, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings;

Section 15 (first paragraph) of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a charter city and municipal corporation, is precluded by its Charter or California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Cypress, CA (Lessee)

in fact

By _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney

By _____



Title: _____

Date Signed: _____, _____

Title: _____

Date Signed: _____, _____



SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



CONTRACT EXTENSION

Contract Number: 030122-EFM

Sourcewell
202 12th Street Northeast
Staples, MN 56479

and

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105

(Sourcewell)

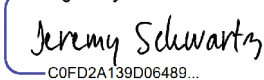
(Supplier)

have entered into Contract Number: 030122-EFM for the procurement of:
Fleet Management Services

The Contract has an expiration date of 2026-04-18 , but the parties may extend the Contract by mutual consent.

Sourcewell and Supplier acknowledge that extending the Contract benefits the Supplier, Sourcewell and Sourcewell's Participating Entities. Supplier and Sourcewell agree to extend the Contract listed above for an additional period, with a new contract expiration date of 2027-04-18. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
Signed by:


C0FD2A139D06489...

Authorized Signature

Jeremy Schwartz

Name

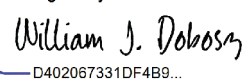
Chief Operating and Procurement Officer

Title

1/21/2026 | 10:41 AM CST

Date

Enterprise Fleet Management, Inc.
Signed by:


D402067331DF4B9...

Authorized Signature

William J. Dobosz

Name

Assistant Vice President of Business Development

Title

1/21/2026 | 9:01 AM PST

Date

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

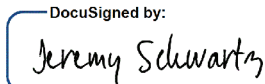
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:

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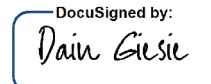
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

EFC279C1DE8D465...

By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	*
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.	*
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	- o Alberta Corporate License number: 2116040300 - o Saskatchewan Corporate License number: 101184133 - o Manitoba Corporate License number: 6262881 - o GST number: 82540 4205 RT0001: - o Saskatchewan PST number: 2476059 - o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Item	Category	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	☒ Yes ☐ No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☒	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☒	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☒	1

Prepared For: City of Cypress
Streets, Kirk

Date 04/20/2026
AE/AM ZRJ

Unit #

Year 2026 **Make** Ford **Model** F-150

Series XL 4x2 Regular Cab 8 ft. box 141 in. WB

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 593460

\$ 36,627.00		Capitalized Price of Vehicle ¹
\$0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 85.00		Initial License Fee
\$ 0.00	*	Registration Fee
\$ 510.00		Other: (See Page 2)
\$ 37,221.00	*	Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Security Deposit
\$3,124.88	*	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color Black w/Medium Dark Slate w/Cloth 40/20/40 Fr
Lic. Plate Type Unknown
GVWR 0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.3500%</u>
\$ 39.63	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 39.64 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 3.08 Tax 7.7500% **State** CA

\$ 42.72 Total Monthly Rental Including Additional Services

\$ 0.40	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Cypress

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 510.00
Other Charges Total		\$ 510.00

VEHICLE INFORMATION:

2026 Ford F-150 XL 4x2 Regular Cab 8 ft. box 141 in. WB - US
Series ID: F1K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,612	\$37,290.00
Total Options	\$820.00	\$900.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$39,227.00	\$40,985.00

SELECTED COLOR:

Exterior:YZ-(0 P) Oxford White
Interior:CS-Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
141WB	141" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50-State Emissions	Included	Included
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	\$251.00	\$275.00
96W	Tough Bed Spray-in Bedliner	\$569.00	\$625.00
99P	Engine: 2.7L V6 EcoBoost	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,220 Lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
 Rear Cargo Door Type: tailgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Door Handles: black
 Front And Rear Bumpers: black front and rear bumpers with black rub strip
 Rear Step Bumper: rear step bumper
 Front License Plate Bracket: front license plate bracket
 Bed Liner: bed liner
 Box Style: regular
 Body Material: aluminum body material
 : class IV trailering with harness, hitch, brake controller
 Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
 Air Filter: air filter
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with driver and passenger 1-touch down
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Emergency SOS: SYNC 4 911 Assist emergency communication system
 Front Cupholder: front cupholder
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Dashboard Storage: dashboard storage
 Interior Concealed Storage: interior concealed storage
 IP Storage: bin instrument-panel storage
 Retained Accessory Power: retained accessory power

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 4 speakers
 Internet Access: 5G Modem - Ford Connectivity Package internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
 Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
 Cab Clearance Lights: cargo bed light
 Front Wipers: variable intermittent wipers
 Tinted Windows: light-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front reading lights
 Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Leather Upholstery: cloth front seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 325-hp, 2.7-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Cypress Streets, Kirk				Date 04/20/2026 AE/AM ZRJ	
Unit #					
Year	2026	Make	Chevrolet		Model Equinox EV
Series	LT 1 4dr				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 593460
\$ 30,169.70		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Summit White Interior Color Black w/Cloth Seat Trim Lic. Plate Type Unknown GVWR 0	
\$0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 85.00		Initial License Fee			
\$ 0.00	*	Registration Fee			
\$ 410.00		Other: (See Page 2)			
\$ 30,663.70	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$3,112.69	*	Taxes			
\$ 1.00		Total Capitalized Amount (Delivered Price)			
\$ 0.02		Depreciation Reserve @ <u>2.0000%</u>			
\$ 33.07		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 33.09		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 2.57		Tax <u>7.7500%</u>		State <u>CA</u>	
\$ 35.66		Total Monthly Rental Including Additional Services			
\$ -0.20		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 5,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Cypress
BY

TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Rear Interior Mounted Traffic Advisor Light Bar. SEE PHENIX QUOTE# TQ53519 for details	C	\$ 2,364.28
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,364.28
Aftermarket Equipment Total		\$ 2,364.28

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 225.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 410.00
Other Charges Total		\$ 410.00

VEHICLE INFORMATION:

2026 Chevrolet Equinox EV LT 1 4dr - US

Series ID: 1MB48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,840.17	\$34,995.00
Total Options	\$1,165.25	\$1,205.00
Destination Charge	\$1,800.00	\$1,800.00
Total Price	\$36,805.42	\$38,000.00

SELECTED COLOR:

Exterior:

GAZ-(0 P) Summit White

Interior:

EKV-Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2LT	Preferred Equipment Group 2LT	NC	NC
A2V	Driver 6-Way Manual Seat Adjuster	Included	Included
A7E	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CAV	All-Weather Cargo Area Liner (LPO)	Included	Included
EKV_01	Black w/Cloth Seat Trim	NC	NC
EN0	Engine: None	STD	STD
FWD	Front Wheel Drive	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
MF1	Transmission: None (Electric Drive Unit)	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	All-Weather Mat Package (LPO)	\$285.27	\$295.00
PCY	LT 1 Package	NC	NC
QLU	Tires: 245/55R19 All-Season Blackwall	STD	STD
REH	Wheels: 19"	STD	STD
RYU	NACS DC Adapter (LPO)	\$265.93	\$275.00
STDTM	Cloth Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	License Plate Front Mounting Package	\$38.68	\$40.00
W2D	Vertical Cargo Net (LPO)	\$91.87	\$95.00
YF5	California State Emissions Requirements	\$483.50	\$500.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote manual folding side-view door mirrors with turn signal indicator
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Front License Plate Bracket: front license plate bracket
 Body Material: fully galvanized steel body material
 Body Side Cladding: black bodyside cladding
 Grille: black grille

Convenience Features:

Air Conditioning automatic air conditioning
 Air Filter: air filter
 Console Ducts: console ducts
 Voice Activated A/C: voice activated air conditioning
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
 Power Windows: power windows with front and rear 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Keyless Open/Keyless Start proximity key
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
 Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
 Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 1 seatback storage pockets
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM/Satellite with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
 1st Row LCD: 2 1st row LCD monitor
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Auto-Dimming Headlights: IntelliBeam auto high-beam headlights

Front Wipers: variable intermittent wipers

Rear Window wiper: rear window wiper

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Door Curb/Courtesy Lights: 4 door curb/courtesy lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital appearance

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Rear Park Assist rear parking sensors

Trip Computer: trip computer

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection

Following Distance Indicator: following distance alert

Forward Collision Alert: forward collision

Clock: digital clock

Systems Monitor: driver information centre

Rear Vision Camera: rear vision camera

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front and rear seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit
Cargo Net: cargo net

Standard Engine:

Engine 213-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Prepared For: City of Cypress Streets, Kirk				Date 04/20/2026 AE/AM ZRJ	
Unit #					
Year 2026		Make Chevrolet		Model Equinox EV	
Series LT 1 4dr					
Vehicle Order Type	Ordered	Term 60	State CA	Customer# 593460	
\$ 31,673.70		Capitalized Price of Vehicle ¹			
\$0.00		* Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 85.00		Initial License Fee			
\$ 0.00		* Registration Fee			
\$ 410.00		Other: (See Page 2)			
\$ 32,167.70		* Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		* Security Deposit			
\$3,229.25		* Taxes			
\$ 1.00		Total Capitalized Amount (Delivered Price)			
\$ 0.02		Depreciation Reserve @ <u>2.0000%</u>			
\$ 34.58		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 34.60		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 2.68		Tax <u>7.7500%</u>		State <u>CA</u>	
\$ 37.28		Total Monthly Rental Including Additional Services			
\$ -0.20		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 5,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Cypress

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Rear Interior Mounted Traffic Advisors Light Bar, Front & Rear Strobe Lighting. SEE PHENIX QUOTE # TQ53518 for details	C	\$ 3,868.28
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,868.28
Aftermarket Equipment Total		\$ 3,868.28

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 225.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 410.00
Other Charges Total		\$ 410.00

VEHICLE INFORMATION:

2026 Chevrolet Equinox EV LT 1 4dr - US
Series ID: 1MB48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,840.17	\$34,995.00
Total Options	\$1,165.25	\$1,205.00
Destination Charge	\$1,800.00	\$1,800.00
Total Price	\$36,805.42	\$38,000.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: EKV-Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2LT	Preferred Equipment Group 2LT	NC	NC
A2V	Driver 6-Way Manual Seat Adjuster	Included	Included
A7E	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CAV	All-Weather Cargo Area Liner (LPO)	Included	Included
EKV_01	Black w/Cloth Seat Trim	NC	NC
EN0	Engine: None	STD	STD
FWD	Front Wheel Drive	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
MF1	Transmission: None (Electric Drive Unit)	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	All-Weather Mat Package (LPO)	\$285.27	\$295.00
PCY	LT 1 Package	NC	NC
QLU	Tires: 245/55R19 All-Season Blackwall	STD	STD
REH	Wheels: 19"	STD	STD
RIA	Contoured All-Weather Floor Liners (LPO)	Included	Included
RYU	NACS DC Adapter (LPO)	\$265.93	\$275.00
STDTM	Cloth Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	License Plate Front Mounting Package	\$38.68	\$40.00
W2D	Vertical Cargo Net (LPO)	\$91.87	\$95.00
YF5	California State Emissions Requirements	\$483.50	\$500.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote manual folding side-view door mirrors with turn signal indicator
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Front License Plate Bracket: front license plate bracket
 Body Material: fully galvanized steel body material
 Body Side Cladding: black bodyside cladding
 Grille: black grille

Convenience Features:

Air Conditioning automatic air conditioning
 Air Filter: air filter
 Console Ducts: console ducts
 Voice Activated A/C: voice activated air conditioning
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
 Power Windows: power windows with front and rear 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Keyless Open/Keyless Start proximity key
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
 Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
 Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 1 seatback storage pockets
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM/Satellite with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
 1st Row LCD: 2 1st row LCD monitor
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Auto-Dimming Headlights: IntelliBeam auto high-beam headlights

Front Wipers: variable intermittent wipers

Rear Window wiper: rear window wiper

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Door Curb/Courtesy Lights: 4 door curb/courtesy lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital appearance

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Rear Park Assist rear parking sensors

Trip Computer: trip computer

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection

Following Distance Indicator: following distance alert

Forward Collision Alert: forward collision

Clock: digital clock

Systems Monitor: driver information centre

Rear Vision Camera: rear vision camera

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front and rear seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit
Cargo Net: cargo net

Standard Engine:

Engine 213-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Prepared For: City of Cypress Streets, Kirk				Date 04/20/2026 AE/AM ZRJ	
Unit #					
Year 2026		Make Chevrolet		Model Equinox EV	
Series LT 1 4dr					
Vehicle Order Type		Ordered	Term 60	State CA	Customer# 593460
\$ 27,805.42		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax 0.0000% State CA		
\$ 85.00		Initial License Fee			
\$ 0.00		*	Registration Fee		
\$ 485.00		Other: (See Page 2)			
\$ 28,374.42		*	Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$2,935.27		*	Taxes		
\$ 1.00		Total Capitalized Amount (Delivered Price)			
\$ 0.01		Depreciation Reserve @ 1.3500%			
\$ 30.79		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 30.80		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.00 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0				# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 2.39		Tax 7.7500%		State CA	
\$ 33.19		Total Monthly Rental Including Additional Services			
\$ 0.40		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 5,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Cypress
 BY

TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 485.00
Other Charges Total		\$ 485.00

VEHICLE INFORMATION:

2026 Chevrolet Equinox EV LT 1 4dr - US

Series ID: 1MB48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,840.17	\$34,995.00
Total Options	\$1,165.25	\$1,205.00
Destination Charge	\$1,800.00	\$1,800.00
Total Price	\$36,805.42	\$38,000.00

SELECTED COLOR:

Exterior:

GAZ-(0 P) Summit White

Interior:

EKV-Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2LT	Preferred Equipment Group 2LT	NC	NC
A2V	Driver 6-Way Manual Seat Adjuster	Included	Included
A7E	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CAV	All-Weather Cargo Area Liner (LPO)	Included	Included
EKV_01	Black w/Cloth Seat Trim	NC	NC
EN0	Engine: None	STD	STD
FWD	Front Wheel Drive	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
MF1	Transmission: None (Electric Drive Unit)	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	All-Weather Mat Package (LPO)	\$285.27	\$295.00
PCY	LT 1 Package	NC	NC
QLU	Tires: 245/55R19 All-Season Blackwall	STD	STD
REH	Wheels: 19"	STD	STD
RYU	NACS DC Adapter (LPO)	\$265.93	\$275.00
STDTM	Cloth Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	License Plate Front Mounting Package	\$38.68	\$40.00
W2D	Vertical Cargo Net (LPO)	\$91.87	\$95.00
YF5	California State Emissions Requirements	\$483.50	\$500.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote manual folding side-view door mirrors with turn signal indicator
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Front License Plate Bracket: front license plate bracket
 Body Material: fully galvanized steel body material
 Body Side Cladding: black bodyside cladding
 Grille: black grille

Convenience Features:

Air Conditioning: automatic air conditioning
 Air Filter: air filter
 Console Ducts: console ducts
 Voice Activated A/C: voice activated air conditioning
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
 Power Windows: power windows with front and rear 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Keyless Open/Keyless Start proximity key
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
 Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
 Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 1 seatback storage pockets
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
 1st Row LCD: 2 1st row LCD monitor
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps

Auto-Dimming Headlights: IntelliBeam auto high-beam headlights

Front Wipers: variable intermittent wipers

Rear Window wiper: rear window wiper

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Door Curb/Courtesy Lights: 4 door curb/courtesy lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital appearance

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Rear Park Assist rear parking sensors

Trip Computer: trip computer

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection

Following Distance Indicator: following distance alert

Forward Collision Alert: forward collision

Clock: digital clock

Systems Monitor: driver information centre

Rear Vision Camera: rear vision camera

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front and rear seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit
Cargo Net: cargo net

Standard Engine:

Engine 213-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic