CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 17, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY SEPTEMBER 17, 2024, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Mayor Calderón Tabatabai

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate of Recognition for Mario V. Iraheta for his Dedication to the Community
- Certificate of Recognition Celebrating Hispanic Heritage Month
- Certificate of Recognition for the 2024 USA Water Polo Junior Olympics

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

That the Council approve the September 3, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 3, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT

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

1. Award Request for Proposals ("RFP") No. 202404 for the City's new website re-design to CivicPlus, LLC; and
2. Authorize the City Manager to negotiate and execute an agreement with CivicPlus, LLC, in such final form as approved by the City Attorney.

3) CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES

It is recommended that the City Council introduce the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

COMMUNITY DEVELOPMENT

4) CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2024-25 - PROJECT NO. C23027

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

1. Award the construction agreement for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027) to Superior Pavement Markings, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute an agreement with Superior Pavement Markings, Inc. in an amount not to exceed $265,709.00, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute amendments to the agreement within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

5) CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR FIRE STATION 1 REPLACEMENT - PROJECT NO. 23002

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

1. Award the Request for Qualifications (RFQ) for design services of Fire Station 1 Replacement Project to PBK Architects, Inc.; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with PBK Architects, Inc., with an original maximum compensation amount not to exceed $799,500, in such final form as approved by the City Attorney.

FINANCE DEPARTMENT

6) CONSIDERATION OF THE FOURTH QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2023-24

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

1. Receive and file the Fourth Quarter Financial Report for Fiscal Year 2023-24; and
2. Adopt the following resolution:

RESOLUTION NO. 2024-61- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FOURTH QUARTER FINANCIAL REPORT)

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

7) CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2024 ANNUAL CONFERENCE GENERAL ASSEMBLY

It is recommended that the City Council designate a voting delegate and voting delegate alternates for the General Assembly at the League of California Cities 2024 Annual Conference and Expo.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)
(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	October 1, 2024	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the September 3, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 3, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 9/3/2024 Closed Session Minutes Draft
Attachment No. 2 - 9/3/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 3, 2024, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, September 3, 2024, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

Absent: None

DRAFT

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Stephanie Sikkema, Finance Director, Derek Straatsma, Goldman Magdalin Straatsma, LLP, Betsy Martyn, Cole Huber.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA
None

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4)
Number of Cases: One (1)

2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Morales, Duarte
Employee Organizations

- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group
- Department Heads

REPORTING OUT
City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

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DRAFT

ADJOURNMENT

A motion to adjourn the Regular Closed Meeting was made by Mayor Calderón Tabatabai, and the meeting was adjourned at 6:30 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, September 17, 2024, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 3, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

INVOCATION
Moment of Silent Prayer/Meditation

PLEDGE OF ALLEGIANCE
Led by Councilman Wu

ROLL CALL

Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

DRAFT

REPORTING OUT FROM CLOSED SESSION

City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

PRESENTATIONS

- Certificate of Recognition Congratulating Jacob Van Gido for Winning the National USA Boxing Competition
- Certificate of Recognition Recognizing David Wallach, Historical Society Citizen of the Year
- Certificate of Recognition Honoring Emily De La Torre for Organizing the 2024 Film It West Covina Film Festival
- Certificate of Recognition Congratulating the West Covina Senior Softball Team for Winning the Tournament

CITY MANAGER'S REPORT

ORAL COMMUNICATIONS - Five (5) minutes per speaker
John Shewmaker
R. Robinson
Douglas Fore

CONSENT CALENDAR
ACTION: Motion by Councilwoman Cantos and Second by Councilwoman Lopez-Viado, 4-0-1 (Abstain: Calderón Tabatabai) to: *Approve Consent Calendar Item 1. Item No. 1 was abstained on by Mayor Calderón Tabatabai*

ACTION: Motion by Councilwoman Cantos and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Items 2-6.*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE AUGUST 20, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE AUGUST 20, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Carried 4-0-1 (Abstain: Calderón Tabatabai) to: approve the August 20, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the August 20, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY CLERK'S OFFICE

DRAFT

2) **CONSIDERATION OF UPDATED RECORDS RETENTION SCHEDULE**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2024-58 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A REVISED RECORDS RETENTION SCHEDULE AND AUTHORIZING THE DESTRUCTION OF RECORDS IN ACCORDANCE WITH THE RECORDS RETENTION SCHEDULE

COMMUNITY DEVELOPMENT

3) **CONSIDERATION OF AN AMENDMENT TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEERING SERVICES**

Carried 5-0 to: authorize the City Manager to execute the Fifth Amendment to the Professional Services Agreement with Transtech Engineers, Inc., to extend the term of the agreement on a month-to-month basis while the City conducts the Request for Proposal (RFP) and consultant selection process.

FINANCE DEPARTMENT

4) **CONSIDERATION OF JOB DESCRIPTION FOR PURCHASING MANAGER**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2024-60 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE PURCHASING MANAGER CLASSIFICATION SPECIFICATIONS

PUBLIC WORKS

5) **CONSIDERATION OF AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES AGREEMENT WITH JOE GHOUGASSIAN DBA J & L AUTO BODY REPAIR**

Carried 5-0 to: authorize the City Manager to execute Amendment Number Four to the Professional Services Agreement with Joe Ghougassian, an individual dba J & L Auto Body Repair to provide for a month-to-month extension of the agreement.

6) **CONSIDERATION OF PURCHASE ORDER FOR WAXIE'S ENTERPRISES, INC. DBA WAXIE SANITARY SUPPLY FOR FISCAL YEAR 2024-2025**

Carried 5-0 to: approve the following:

1. Authorize the City Manager to approve a purchase order for Waxie's Enterprises, Inc. dba Waxie Sanitary Supply (Waxie) in the amount of $70,000 for Fiscal Year (FY) 2024-25.
2. Authorize the City Manager to execute any change orders and/or future purchase orders under NCPA Master Agreement #02-27, should the term be extended beyond April 2025.

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilwoman Diaz noted the traffic that takes place surrounding parent drop off and pick up at local schools – asked staff look at safety measures that can help alleviate traffic and promote safety. Second by Mayor Pro Tem Wu – No objection. Mayor Calderón mentioned the need for the meeting with the School District.
- Councilman Cantos requested that staff work with Southern California Edison to install streetlights on Montezuma Way. Second by Mayor Pro Tem Wu – No objection.

CITY COUNCIL COMMENTS

- Councilman Cantos acknowledged staff for assisting him with public requests and encourage the public the reach out to him with additional requests. Remarked on the process of Mother May I requests. Mentioned his work on building support on environmental issues – if the public is interested on his initiatives, please email him.
- Mayor Calderón Tabatabai echoed comments by Councilman Cantos and thanked his colleagues for the assistance while he was absent during the last Council Meeting.

ADJOURNMENT

DRAFT

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT**

RECOMMENDATION:

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

1. Award Request for Proposals ("RFP") No. 202404 for the City's new website re-design to CivicPlus, LLC; and
2. Authorize the City Manager to negotiate and execute an agreement with CivicPlus, LLC, in such final form as approved by the City Attorney.

BACKGROUND:

The City of West Covina owns and operates the website at www.westcovina.org.

Starting in 2009, the City contracted with Civica the City's website platform. In February 2014, the City selected Vision Internet Providers, Inc. for website development services. The City's newly redesigned website, aimed at increasing customer service levels, transparency and making it more user-friendly, was launched in 2015. In September 2019, Vision Internet Providers, Inc. was acquired by Granicus. As part of the City's contract with Granicus, a website redesign was included, and a new redesigned City website was launched on March 2020, which is the City's current website design. The website is currently hosted on the Granicus govAccess for Traditional visionLive platform.

West Covina's website includes approximately 746 pages with day-to-day administration by over 34 members of City staff. The website consists of:

- Approximately 746 web pages
- Approximately 44 subsections, many departmentally or divisional "branded."
    - Each subsection may include between 1-10 additional subsections.
- An estimated traffic of 5,200 sessions per day.
- The website has online calendars, agendas, and Council meeting videos.
- Numerous online services through the website are provided by the City:
    - Direct link
        - Online Payments
        - Public Records Act Request
        - Fire Inspection
    - Embedded 3rd Party pages:
        - Class Registrations and Programs (DASH)
        - Business License (includes business search)

- West Covina Report an Issue
- Building Permit Submittals (embedded 3rd party page)
- Building Division (3rd party link)

The City Council has directed staff to do a complete redesign of the website for better functionality, and to make it more user-friendly, streamlining all the information in order to enhance and simplify the layout, making it more efficient for visitors. Additionally, the redesign should make the website's mobile version more user-friendly, and ADA compatible to ensure it is accessible to all users, regardless of their ability. The current website's platform is 10 years old, making it obsolete and unable to support Web Content Accessibility Guidelines (WCAG). In order to ensure the City maintains a functioning and compliant website, it will need to be upgraded to a more robust and flexible content management platform. This will allow the City to redesign the website beyond just the current informational layout to improve the usability, accessibility, and quality of its website to reconnect and strengthen communications within the community. Additionally, the website redesign will make it more responsive throughout and incorporate all existing content and primary web services to the new hosting environment platform, making it ADA compliant, more visually aesthetic, modern, and mobile friendly, ultimately attracting more visitors and improving civic engagement.

On March 4, 2024, the City released and advertised the Request for Proposals (RFP) on Planet Bids for the City of West Covina Website Re-Design (RFP No. 202404). Proposals were due on March 28, 2024. The City received thirteen (13) proposals.

DISCUSSION:

Staff consisting of the Assistant City Manager, Information Technology Manager and Community Economic Development Project Coordinator, reviewed all thirteen (13) RFP proposals to determine that submissions conformed to all the requirements in the City's Website Re-design RFP # 202404. Through a vigorous evaluation, all thirteen (13) vendor proposals were ranked according to the following criteria.

Criteria	Max Points
Completeness and Responsiveness of Proposal	20
References and Prior Record of Performance with City or Other Local, County or State Agency	20
Relevant Experience and Qualifications of Proposed Project Team	20
Timeline/Capacity to Perform and Provide Services	20
Proposed Cost to the City	20
TOTAL	**100**

The initial ranking was as follows:

Vendor	Total Score	Rank
CivicPlus	90	1
Granicus	87	2
Planetaria	76	3
GHD Svcs	66	4
Exemplifi	62	5
Mobikasa	55	6
Promet	54	7
Aten	51	8
Interpersonal	50	9
Juicebox	46	10
WeUsThem	43	11
Steppe Media	38	12
Lightspace	35	13

Through this evaluation, the top three (3) vendors were invited to provide an in-person or video conferencing demonstration. City staff completed the additional interview evaluations to select the most qualified vendor with expert professional/technical website design, domain transition, development, migration, implementation, training, hosting, and maintenance/support capabilities for the City's new website re-design project. In addition, the demonstrations provided an extra catalyst to have the vendor show exactly how their experience and technology solutions will work best in not only re-designing the City's existing website, but also transitioning the website to the new (.gov) domain, and training City staff for website administration to simplify content management.

CivicPlus came out on top in the criteria evaluation and demonstrated they can not only accomplish the City's requirements, but also have the capability to transition the website to the new (.gov) domain, migrate the existing website into the new hosting environment platform, making it ADA compliant, more visually aesthetic, modern, and mobile friendly by the beginning of 2025 to meet the needs of the City of West Covina. In addition, CivicPlus includes modules and widgets for resident engagement (e.g. alert center, notifications), asset management (e.g. archive, document centers), information & navigation (e.g. quick links, intuitive design), and department -specific (e.g. bids). CivicPlus accessibility compliance meets ADA (Section 508) and WCAG 2.0A and AA guidelines, surpassing ADA accessibility requirements. Any new regulations that require code change will be updated either automatically or quarterly. As part of this project, the West Covina Police Department website, which is hosted on a separate platform, will be integrated into the new City platform to ensure a fully accessibility-compliant City website.

The project timeline is approximately seven (7) to twelve (12) months with the following phases:

Phase 1 - Initiate	Project Kickoff Meeting Planning & Scheduling
Phase 2 - Analyze	Customer Deliverable Submission Consulting Engagement Design Discovery Meeting Content Process Meeting Mood Board & Layout Proposal
Phase 3 - Design & Configure	Design Concept Development Design Concept Meeting Content Development Agendas & Minutes Migration Website Completion
Phase 4 - Optimize	Website Finalization
Phase 5 - Education	Training Engagement
Phase 6 - Launch	Launch Confirmation Meeting Website Launch

CivicPlus has been in business for over 25 years and has served over 10,000 customers. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. Below are links to other city websites they currently host:

- lodi.gov
- cityofchino.org
- dublin.ca.gov
- beverlyhills.org

Once the new website launches, CivicPlus will provide website hosting, maintenance, training and

technical support services.

LEGAL REVIEW:

The City Attorney's Office will approve the agreement with CivicPlus, LLC as to form prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Will Trujillo
Additional Approval: Roxanne Lerma

Fiscal Impact

FISCAL IMPACT:

The total investment for the initial term is $71,351.80 and has an annual recurring service of $25,031. While this amount is within the City Manager's contracting authority, the website is a major component of the City's operations, thus warranting Council consideration.

The initial term is proposed to be funded by the Financial Accounting Software project.

Project	Fund	Current Budget Balance	Amount Requested	New Balance
C22014, Financial Accounting Software	179 ARPA*	731,000	71,352	$659,648
	Total	**$731,000**	**$71,352**	**$659,648**

**ARPA funds must be committed (under contract and/or purchase order) by December 31, 2024 and expended by December 31, 2026.*

The first-year Annual Services fee is included in the initial term cost. Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting with Year 2 of the contract. The table below shows the financial impact over five years. The recurring annual cost is in line with the proposed renewal the City had received from its current website provider.

Funding Sources	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Total
General Fund	0	25,031	26,283	27,597	28,977	107,887
ARPA	71,352	0	0	0	0	71,352
Total	**$71,352**	**$25,031**	**$26,283**	**$27,597**	**$28,977**	**$179,239**

Attachments

Attachment No. 1 - Draft Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
CIVICPLUS, LLC
FOR
CITY WEBSITE RE-DESIGN AND HOSTING, MAINTENANCE, AND TECHNICAL SUPPORT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of September 17, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and CIVICPLUS, LLC a Kansas limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide website re-design, hosting, maintenance, and technical support services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise necessary to perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein. Such services include project implementation, which includes, but is not limited to, project kickoff, planning and scheduling, align consulting, meetings, proposed website layouts, content development, agendas and minutes migration, website finalization, training, and website launch, as further detailed in Consultant's Proposal ("Project Implementation"). Such services also include website hosting, maintenance, and technical support, as further detailed in Consultant's Proposal ("Annual Recurring Services").

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times

observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all Project Implementation work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law.

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for

the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a flat fee of Seventy-One Thousand Three Hundred Fifty-One Dollars and Eighty-Cents ($71,351.80) for the Project Implementation services and the first year of the Annual Recurring Services. Thereafter, City agrees to pay Consultant an annual flat fee of Twenty-Five Thousand Thirty-One Dollars ($25,031.00) for the Annual Recurring Services, subject to the annual increase authorized pursuant to Section 2.2.

2.2. Annual Increase. Commencing on the anniversary of the date of the website launch, Consultant may increase the annual flat fee for the Annual Recurring Services in an amount not to exceed five percent (5%).

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit an invoice for the Project Implementation services and first year of Annual Recurring Services once this Agreement is fully executed. Thereafter, commencing on the anniversary of the date of the website launch, Consultant may submit invoices on an annual basis. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement, and at the City's expense.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Said services shall be performed in strict compliance with the Project Schedule set forth in Consultant's Proposal. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, failure of financial institution, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the date of the website launch, unless previously terminated as provided herein. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.**

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement. Consultant may terminate this Agreement at its discretion, effective immediately upon written notice to the City, if the City materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent account remaining past due for longer than 90 days is a material breach by City and is grounds for Consultant to terminate this Agreement. Consultant reserves the right to withhold, remove and/or discard City Data, as defined herein, without notice for any breach, including, without limitation, City's non-payment. Upon termination for City's breach, City's right to access or use City Data immediately ceases, and Consultant shall have no obligation to maintain or forward any City Data.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

(a) Be adjudged a bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for actual costs incurred and professional services performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Due to the electronic nature of the services, in no event, other than material breach of this Agreement by Consultant, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to City's cancellation of the services prior the end of the term, City's failure to utilize the services, or Consultant's failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement.

(e) Cyber liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of

whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if

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such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
CivicPlus, LLC 302 South 4th Street, Suite 500 Manhattan, KS 66502 Tel: (785) 370-7811 Email: hector.ortega@civicplus.com Attn: Hector Ortega	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Tel: (626) 939-8410 Email: wtrujillo@westcovina.org Attn: William Trujillo, IT Manager

6.4. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

6.7. Indemnification and Hold Harmless.

(a) General Indemnification. Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim,

action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

(b) Intellectual Property Indemnification. Consultant will defend at its expense or settle any third-party claim against City alleging that the services provided under this Agreement infringe intellectual property rights. Consultant will pay infringement claim defense costs, Consultant-negotiated settlement amounts, and damages finally awarded by a court. Consultant has no obligation for any claim of infringement arising from City's use of the services for purposes not contemplated by this Agreement. Consultant's indemnification obligations under this Section are conditioned upon the City:

(i) promptly notifying Consultant of any claim in writing;
(ii) cooperating with Consultant in the defense of ths claim; and
(iii) granting Consultant sole control of the defense or settlement of the claim. The indemnification obligations of Consultant herein shall not apply to claims of intellectual property infringement relating to City Content, as defined herein.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

6.9. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.10. Ownership of Documents. Upon full and complete payment of amounts owed for Project Implementation services, City will own any website graphic designs, services content, module content, importable/exportable data, and archived information ("City Content") created by Consultant on behalf of City pursuant to this Agreement. "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides to Consultant for processing, transmission, storage, or inputs into any website, software or module in connection with any services. City Content excludes any content in the public domain and any content owned or licensed by Consultant, whether in connection with providing services or otherwise. Upon completion of the Project Implementation services, Customer will take over the management and control of the services and City will assume full responsibility for City Content maintenance and administration. City, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Consultant a worldwide, nonexclusive right and license to reproduce, distribute and display the City Content as necessary to provide the services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content and that City has all rights necessary for Consultant to use the City Content in connection with providing the services. City agrees that Consultant shall not be responsible or liable for the content of messages created by City or by City's users or end-users who access services. Notwithstanding the foregoing, Consultant retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

At any time during the term of this Agreement, City will have the ability to download the City Content and export the data that is processed through the services ("City Data"). City may request Consultant to perform the export of City Data and provide the City Data to City in a commonly used format, at any time, for a fee to be quoted at time of request and approved in writing by City. Upon termination of this Agreement for any reason, whether or not City has retrieved or requested the City Data, Consultant reserves the right to permanently and definitively delete the City Content and City Data held in the services thirty (30) days following termination of this Agreement. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, City will not have access to the services. Intellectual property in the software or other original works created by or licensed to Consultant, including all software source code, documents, and materials used in performing the services ("Consultant Property") will remain the property of Consultant. Consultant Property specifically excludes City Content.

City shall not: license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Consultant Property in any way, except as specifically provided in this Agreement; adapt, alter, modify, or make derivative works based upon any Consultant Property; create internet "links" to the Consultant Property software or "frame" or "mirror" any Consultant Property administrative access on any

other server or wireless or internet-based device that may allow third-party entities, other than City, to use the services; reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the services; make any attempt to gain unauthorized access to the services and/or any of Consultant's systems or networks; or access any Consultant Property in order to: build a competitive product or service, build a product using similar ideas, features, functions or graphics of any Consultant Property, or copy any ideas, features, functions or graphics of any Consultant Property. Consultant's name, logo, and the product and module names associated with any Consultant Property are trademarks of Consultant, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

6.11. Electronic Safeguards. Consultant shall identify internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.12. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said California Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.13. Conflict of Interest. Consultant and its officers, employees, and associates, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, or agent. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.14. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Stephanie Sikkema
Risk Management

DRAFT

EXHIBIT A

CONSULTANT'S PROPOSAL

DRAFT

CIVICENGAGE®
municipal websites
CENTRAL

City of West Covina Website Re-Design | RFP No. 202404

City of West Covina, California

PRESENTED BY:

Hector Ortega, Account Executive

March 28, 2024



CIVICPLUS®

March 28, 2024

Maria Delira
Purchasing Manager
Submitted via PlanetBids

RE: City of West Covina Website Re-Design | RFP No. 202404

Dear Ms. Delira and Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personal, one-stop, and frictionless.

With CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) West Covina won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS available. Web Central is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for West Covina and answer any questions you may have about partnering with CivicPlus.

Sincerely,



HECTOR ORTEGA
Account Executive
hector.ortega@civicplus.com
785.370.7811



COLE CHEEVER
Senior VP of Operations
(authorized to bind CivicPlus)

Table of Contents

Company Overview. 1

Project Summary. 3

Methodology. 4

Fee Schedule. 25

Excluded or Subcontracted Services. 28

List of Similar Services Completed. 29

References. 31

Required Attachments. 32

Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years

10,000+ Customers

850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2024 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.



Contact

Hector Ortega
Account Executive
hector.ortega@civicplus.com
785.370.7811

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Project Summary

West Covina is seeking proposals to redesign its website into a more easily navigated and updated format with an innovative design that enables its residents and visitors to find the services and information they need. While West Covina currently has a capable web presence that delivers general information and online documentation to website users, West Covina is looking to redesign its website beyond just the layout to improve the usability, accessibility, and quality of its website to reconnect and strengthen communications within the community. Additionally, West Covina expects its website redesign to be responsive throughout and incorporate all existing content and primary web services to the new hosting environment platform making it ADA compliant, more visually aesthetic, modern, and mobile friendly. The estimated timeline for this project is 16 to 28 weeks. Additional information can be found on page 5.

CONTENT MANAGEMENT SYSTEM	**Streamline your processes** and add self-service options to reduce calls and walk-ins with our easy-to-use CMS specifically designed for local government. **Provide access** to your website from any device, screen size, and orientation with a responsive and optimized design. **Ensure information is easily accessible for all your residents** with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.
IMPLEMENTATION	**Rely on a dedicated team of industry experts** as they guide you through implementation. **Lean on your consultant** as they evaluate your specific needs and make recommendations for solutions to meet your goals. **Collaborate with your art director** to develop a design that captures your community's unique brand. **Enhance your content for usability and accessibility** with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website. **Participate in personalized one-on-one education** led by a CivicPlus trainer so you can confidently update your website long after launch.
HOSTING, SECURITY, & SUPPORT	**Maintain peace of mind** with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance). **Reach out to our award-winning, in-house Technical Support Team** available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365. **Receive continuous system updates** to keep your system running at the optimal capacity. **Partner with your customer success manager** who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your residents.

Methodology

Project Management Activities

Ongoing Project Management

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Project Meetings

Your dedicated Project Manager will walk you through every phase and assignment of your redesign, detailing the scope of work, project timeline, meetings with your design and content teams, and customer deadlines during your project kickoff meeting. Our project management software, Cloud Coach, offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Because West Covina will have constant access to project progress, weekly status meetings are not necessary.

Project Schedule

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical ultimate project ranges from 16 – 28 weeks. West Covina's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach. Here you will have visibility into all tasks, timelines, and gantt charts as requested.

Ultimate Project Timeline

PHASE 1: INITIATE	2-4 Weeks	• Project Kickoff Meeting • Planning & Scheduling
PHASE 2: ANALYZE	4-6 Weeks	• Customer Deliverable Submission • Consulting Engagement • Design Discovery Meeting • Content Process Meeting • Mood Board & Layout Proposal
PHASE 3: DESIGN & CONFIGURE	6-10 Weeks	• Design Concept Development • Design Concept Meeting • Content Development • Agendas & Minutes Migration • Website Completion
PHASE 4: OPTIMIZE	1-2 Weeks	• Website Finalization
PHASE 5: EDUCATE	1-2 Weeks	• Training Engagement
PHASE 6: LAUNCH	2-4 Weeks	• Launch Confirmation Meeting • Website Launch

Approaching Your Project Implementation

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables – West Covina will be responsible for submitting deliverables as outlined.

Align Consulting – Align Consulting involves establishing goals for a project, addressing stakeholder needs, and establishing collective goals. This process helps stakeholders understand the project's scope, resources, and tasks required for implementation. By fostering meaningful conversations, stakeholders can achieve a shared vision and a successful website project.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

Mood Board & Layout Proposal – A custom layout in greyscale format and recommended color palette will be created by your art director, to which you'll have the ability to review and provide feedback and approval.

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – West Covina will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration and you can obtain hands-on experience.

In addition, your trainer will go into a deep-dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Website Re-Design and Development

Requirement Analysis

The content development process begins with your team meeting with the CivicPlus production team assigned to your project. They will cover best practices for content, the type of content to be carried over, the migration timeline, agenda and minutes migration, best practices related to colors and images, creating engaging content, and development of online forms.

Website Re-Design

ULTIMATE PACKAGE DESIGNS

You'll meet with your art director to discuss your website vision and build your custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to three advanced design components—layout or design elements that require significant time to style and implement. Working with your art director, you will identify the appropriate components to achieve or enhance the usability goals for your website. Every project is designed from scratch.

Our extensive past experience has shown that providing multiple design and layout options is often a detriment to the end product. Making multiple design options requires taking an effective direction and watering it down into multiple options, which makes it more difficult to provide the most effective solution. Throughout our experience, we have seen that customers who have been given multiple options will combine elements of all options in the end, which would be accomplished more quickly and effectively without the initial multi-design process.

Our content development and graphic design teams have worked on thousands of government websites, utilizing best practices for navigation and usability. Our methods are proven, and design and architecture is more fully developed during project consultation. Our designers keep usability in the forefront when setting up designs that include not just the home page, but every page with content. Our Content Developers will follow through with the designs to make sure that every page is consistent.

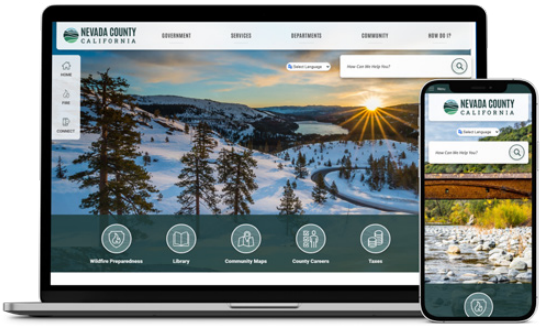
MOOD BOARD & LAYOUT PROPOSAL

Your project team will present a custom mood board reflecting the colors and/or imagery that will set the tone for your design. A mood board is used to align the visual direction of the project. There will be multiple opportunities to proof your presented designs, until you feel the options truly portray your City.

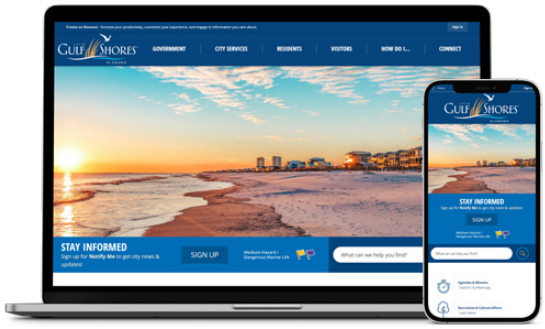
This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central website.

DESIGN EXAMPLES

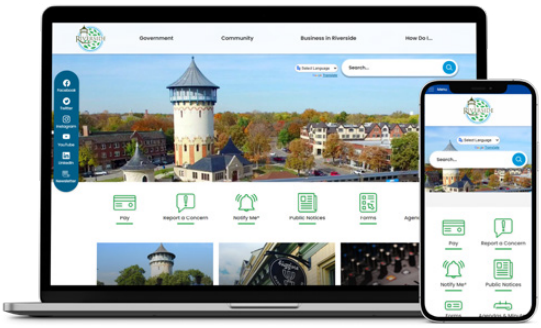
The included design portfolio will provide you with an idea of the different directions we can take your creative design with the ultimate implementation package.



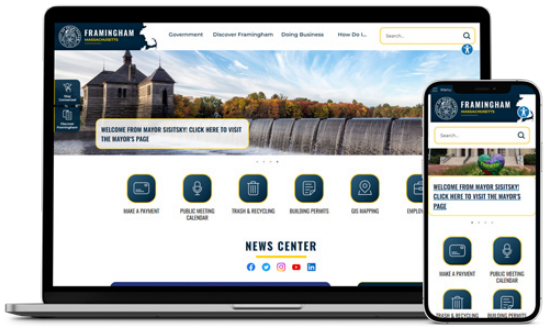
Nevada County, CA
nevadacountyca.gov



Gulf Shores, AL
gulfshoresal.gov



Riverside, IL
riverside.il.us



Framingham, MA
framinghamma.gov

Website Sitemap Re-Structure

The layout for your website is determined by you and the designer. The placement of navigation and dynamic areas are important in guiding website visitors to key information quickly and easily. Our consultants make recommendations based upon website-user studies and research on best practices.

Some of our additional recommendations include, but are not limited to, mega menus and dynamic Frequently Asked Question (FAQ) placement. The use of a mega menu provides quick and easy 1-click access to the most frequently used pages for each department on your website. By hovering over the panel of main options, a menu of links to pages drops down for the user's selection. It's always accessible but doesn't take up valuable space on each page.

FAQs provide valuable and easy to access information. This keeps your citizens informed without the need for them to call your office. FAQs can be organized by departments and/or category—may be added to any page of your website and can be set up to link to additional information or documentation for easy reference. FAQs have their own search feature, so your website visitors can easily find answers to the questions they ask the most.

When a user visits a CivicPlus municipal website, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself based on your menu system, so if a menu item is renamed, moved, added, or deleted in your navigation, the site map and breadcrumbs will reflect those changes. The Site Report module includes the ability to export a pages report (i.e. sitemap), which can be viewed in Excel.

Website Migration to New Platform

The CivicPlus content team will manually complete the agreed-upon content migration. They will cover every page of your primary website, to optimize and carry over your content, documents, links, agendas, minutes, images, contact information, and more. They will ensure content is standardized for the web. Navigation will be established as part of the website design process, and ease of use is a key component of all CivicPlus website designs.

CivicPlus delivers a completed website on a hosted platform. CivicPlus has 25 years of experience building and supporting local government websites, and there are over 3,700 current customers on the Web Central platform. The new website will be presented on a temporary URL for final testing and training before launch.

Website Hosting and Transition

Information on Hosting can be found on page 21.

Website Testing

CivicPlus satisfies West Covina's requirements for testing.

Training

Sample Training Plan

Day 1			
SYSTEM ADMINS ONLY		**ALL USERS**	
9:00 AM	First Admin Session (90 Min)	**1:00 PM**	Intro to CivicEngage / Login and Dashboard (30 Min)
10:30 AM	Break (15 Min)	**1:30 PM**	Pages Live Edit (60 Min)
10:45 AM	First Admin Session cont. (75 Min)	**2:30 PM**	Break (15 Min)
12:00 PM	Lunch Break (60 Min)	**2:45 PM**	Pages Live Edit cont. (75 Min)
		4:00 PM	End of Day

Day 2			
ALL USERS		**ALL USERS UNTIL THE BREAK**	
9:00 AM	Intro to Modules (30 Min)	**1:00 PM**	Citizen Engagement Notify Me Modules: Newsflash, Alert Center (90 Min)
9:30 AM	FAQs and Quick Links (60 Min	**2:30 PM**	Break (15 Min)
10:30 AM	Break (15 Min)	**2:45 PM**	**Admin Session #2** (75 Min) (Sys Admins)
10:45 AM	Document Management (75 Min)	**4:00 PM**	End of Day
12:00 PM	Lunch Break (60 Min)		

Day 3			
ALL USERS		**ALL USERS**	
9:00 AM	Calendar (60 Min)	**1:00 PM**	Work Session (75 Min)
10:00 AM	Archive Center / Staff Directory	**4:00 PM**	End of Day
10:30 AM	Break (15 Min)		
10:45 AM	Work Session or Form Center		
12:00 PM	Lunch Break (60 Min)		

System and End User Documentation

CivicPlus does not print documentation or training materials. However, we do maintain an online Help Center that customers can search, browse, or print from as they wish. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your CivicPlus Website.

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

System Administration and End User Training

Implementation Training/Walkthrough

A CivicPlus trainer will deliver virtual to all web administrators and departmental users within West Covina and equip them with the necessary knowledge and tools they need in order to maintain the new Web Central website. Your staff will leave training proficient in best practices and module usage, as well as how to use widgets and edit their web pages.

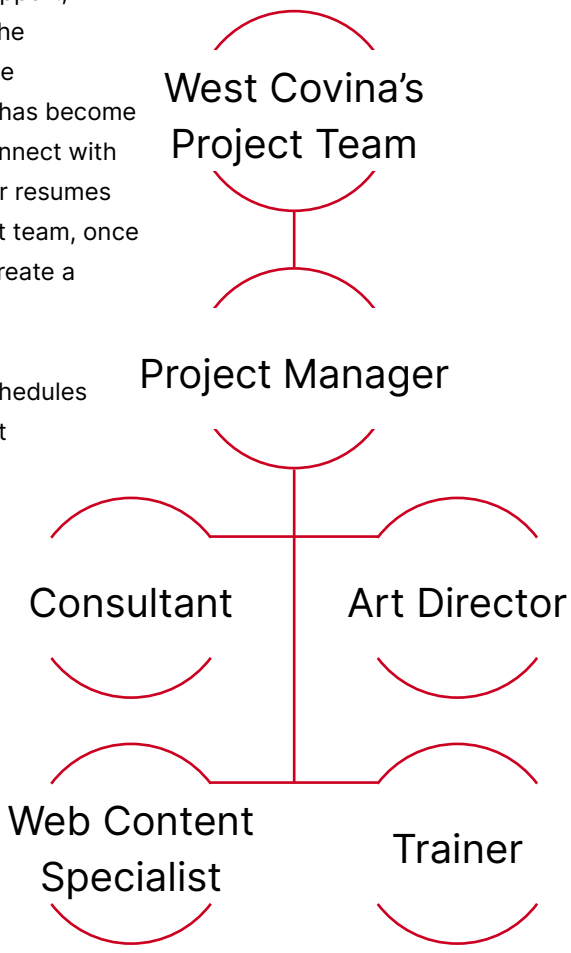
Actions

- Pages Live Edit – Your CivicPlus trainer will introduce you to our unique front-end editing tools and our dynamic widgets. Learn how to change navigation, edit content, add and remove pages, and how to set up content for easy maintenance.
- Modules – Your CivicPlus trainer will introduce you to all of the modules included in your Web Central platform. All stakeholders will not only learn how to use the module, but how to use it to accomplish the common tasks they do most frequently on the website, and how to do it as efficiently as possible.
- Admin Tools – All website tools, analytics, permissions, user management, and enterprise-level settings will be taught in a special session with Admins and reinforced throughout the engagement.
- Work Session – Our trainers believe that learning isn't optimal without doing, so they will incorporate work session time into each session to ensure your staff is getting the hands-on experience needed to reinforce the learning and make it stick. As an added benefit, they encourage working on real content, which means you will be that much closer to the end goal by the end of training!

CivicPlus does not print documentation or training materials. However, we do maintain an online Help Center that customers can search, browse, or print from as they wish.

Project Team

From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start that connect with your style and municipality's needs. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.



Project Manager – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

Consultant – Examines current state, recommends solutions to challenges, provides actionable steps for implementation

Art Director – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website

Web Content Specialist – Guides content development process, ensuring application of best practices for usability and accessibility

Trainer – Educates your team to use the Web Central system and demonstrates effective use of tools and functionality

Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



TIFFANY WILLIAMSON, SENIOR VICE PRESIDENT OF PRODUCT

Education – BA Speech Communication, JD Pepperdine University School of Law

Resume – Chief Technology Officer & General Manager, VP Operations & Global Segment Marketing, VP Global Segment Planning & Marketing, Director, Strategic Planning

15+ Years Experience – Building and scaling SaaS platforms for the Government, Education, and Legal markets



ADAM BLOCK, SENIOR DIRECTOR OF PROFESSIONAL SERVICES

Education – BS Business Administration Management; Economics

Resume – Lead Project Manager; Financial Services

10+ Years Experience – Project Management; Business Management; Team Building; Customer Service



JEREMY WILSON, SENIOR DIRECTOR OF CUSTOMER SUCCESS

Education – BS Political Science

Resume – Assistant Manager of Account Management; Solutions Specialist

5+ Years Experience – Customer Service; Leadership Sales; Team Building



JIM FLYNN, DIRECTOR OF INFORMATION SECURITY

Education – BA Computer Information Systems

Resume – Chief Systems Architect; Information Technology Director; Software Engineer

20+ Years Experience – Cybersecurity; Hosting; Network Infrastructure; System and Software Architecture

Website Content Management and Migration

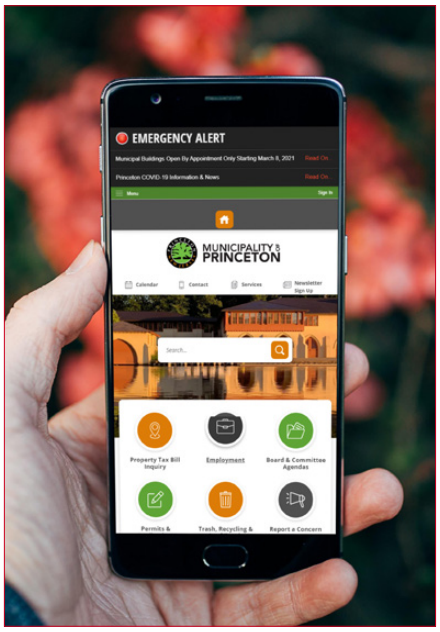
CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.



Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News – Post news items and keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

Web Central comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Public Assets – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.



Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

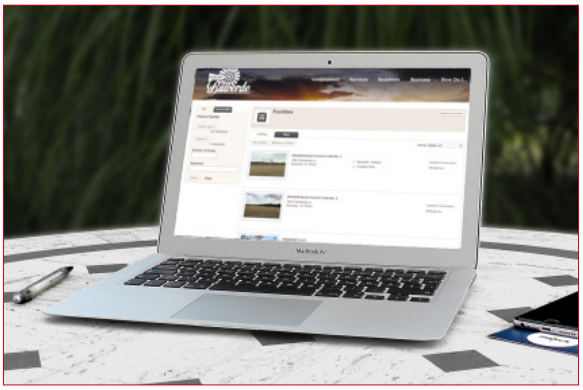
Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.



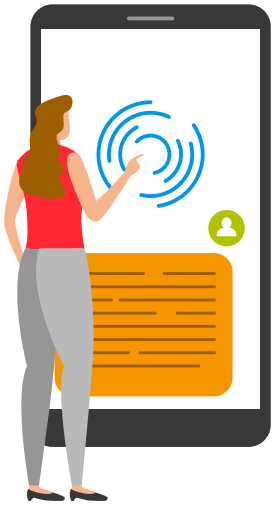
Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.



Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Notify Me Widget – Place specific Notify Me subscriptions lists on pages to allow users to sign up for the exact lists you recommend.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features



The administration of your Web Central website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment gateway to accept payments on your website (separate agreement must be made directly between you and the chosen approved gateway provider).

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

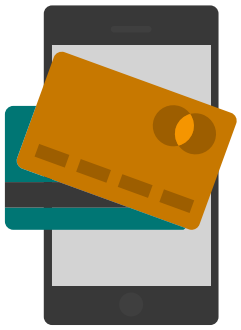
Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.



Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by you, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content created in the editor for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

MONSIDO

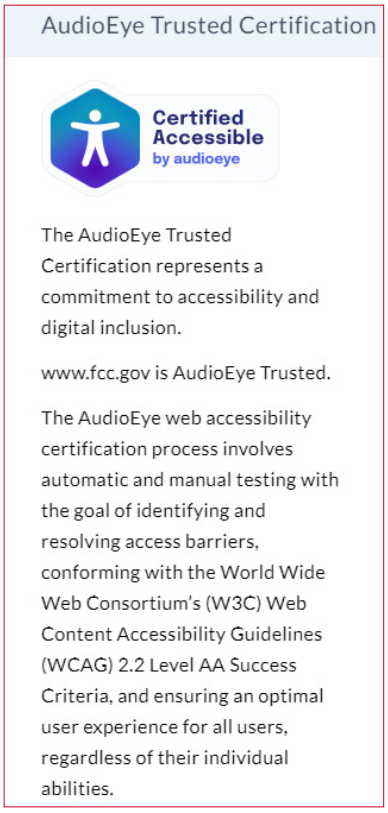
Additional Website Optimization & Compliance Tools – Monsido is an easy-to-use web governance platform available to purchase and add to your project. Monsido's tools help you identify, prioritize and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards. This optional enhancement can be added to your project. Additional details and a quote can be provided upon request.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye is the Digital Accessibility Platform (DAP). This powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure through the use of an innovative and easy-to-use interface. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- Support, training, and consulting from subject matter experts
- AudioEye Toolbar with Web Personalization Tools



AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

AudioEye Toolbar

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

Website Content Migration

CivicPlus content team will manually complete the agreed-upon content migration. They will cover every page of your primary website, to optimize and carry over your content, document, links, agendas, minutes, images, contact information, and more. They will be checking for broken links, misspellings, and ensure content is standardized for the web.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality. By allowing residents to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Web Central today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module

Website Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

With Standard Hosting, CivicPlus is hosting the website in our Kansas City data center with a warm backup site in another state for disaster recovery. All of the hosting facility's databases and web servers are backed up nightly; all backups are stored securely off-site. CivicPlus maintains a "warm" off-site hosting facility (in the United States and outside of Kansas) for use in the event of complete failure of the primary hosting facility. Data housed at the primary facility is replicated to CivicPlus' backup disaster-recovery location multiple times per day.

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Data Center	• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators	• Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	• Multiple network providers in place • Burst bandwidth – 22 Gb/s	• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	• Web Central software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source and type	• Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	• Not Included - additional coverage available at time of event (fees will apply)	

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Hosting Practices

Our primary hosting facility is a Tier II data center housed in one of the key fiber transit buildings for Kansas City. We have a SAS 70 Type II solution with controlled assess 24/7/365. The facility is of a redundant design in terms of infrastructure, network and servers, meaning multiple internet providers and power sources to prevent downtime.

The Data center has 55Gb/s of Bandwidth provided by 5+ carriers with BGP routing to provide for redundancy and load balancing. We strive to maintain a cushion of 40+ percent on what is available to the servers. That typically means we can support a single site's needs beyond 10X their normal traffic. Average bandwidth per client is actually very low even the largest of our clients typically uses less than 20Mbps. There is no penalty for increased site traffic.

Disaster recovery highlights:

- Emergency Support, Live Agent (24/7)
- Online Status Monitoring
- Event Notification Emails
- Guaranteed Recovery TIME Objective (RTO) is 8 hours. (Platinum Security Upgrade is 2 hours)
- Guaranteed Recovery POINT Objective (RPO) is 24 hours. (Platinum Security Upgrade is 1 hour)
- Preemptive Monitoring for Disasters
- Multiple Data Centers
- Geographically Diverse Data Centers

We are currently upgrading all of our security procedures to be in alignment with NIST 800-53 ver. 5's best practices for a moderate security impact environment. We also employ a 3rd party to perform bi-annual vulnerability and penetration testing, if vulnerabilities are found, we follow best practices to mitigate them based on the severity level. Additionally, we employ another 3rd party to monitor, investigate, and report interesting, suspicious, and alarming internet behavior internet traffic to all of our websites. This type of monitoring is useful in detecting brute force attacks. For added protection against DDoS attacks we recommend upgrading to platinum security. In the event we discover a security event related to your website, we will contact you without undue delay and discuss options to mitigate/remedy the issue. The recommended remedy will frequently include an upgrade, at least temporarily, to the placement of the website behind a Cloudflare application. With the recommended platinum security, you will have that placement all the time, potentially preventing problems before they happen. Other security measures, include implementing multi-factor authentication, single sign-on capabilities, secure data transmission using TLS 1.2>, enforcing HTTPS connections, and utilizing anti-virus and anti-malware solutions.

Website Maintenance and Technical Support

Maintenance

Hosting and maintenance are included as part of our Annual Recurring Services agreements.

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

48-Month Redesign

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after every 48 months of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

Website Technical Support

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your Web Central website.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central roadmap and will be able to submit ideas for improvements and enhancements.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Fee Schedule

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 120 days from March 28, 2024.

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for URL westcovina.org
- AudioEye Managed
- CivicPlus Pay Approved Gateway with Forte

Implementation

- Ultimate Package
  - 1 Custom Website Layout Proposal
  - 1 Custom Design Built Using Approved Custom Layout & up to 3 Advanced Design Components
- 500 pages Content Development from URL westcovina.org
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- Up to 2 Days of Virtual Align Consulting
- Up to 3 Days of On-Site Training (travel included)

Annual Recurring Services

- Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL westcovina.org
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager
- 48-Month Ultimate Website Redesign

West Covina's Investment	
List Price - Initial Term Total	~~$93,129.00~~
Initial Term - Discount	($21,777.20)
Total Investment - Initial Term (includes one-time fees and Initial Term annual services)	$71,351.80
Annual Recurring Services (subject to uplift)	$25,031.00

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please reach out for more details

Payment Gateway Account

- Your chosen payment gateway will collect and disburse all credit card monies
- If selected, any of our partner payment gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several payment gateways to provide maximum flexibility to our customers' needs

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Optional Enhancement

We are confident in the ability of our proposed project to meet the needs and requirements of the RFP set forth by West Covina. Based on potential future conversations, the following is an additional enhancement we may recommend.

Design Center Pro

Experience the flexibility to update your website design. When it comes to updating your website design, Web Central is the most flexible solution. Whether you want to replace a banner, adjust theme colors, or modify your layout, we make it easy with no HTML or CSS coding needed.

Build: Create Impactful Web Pages with Tools Anyone on Your Team Can Use

- Design custom landing pages for specific departments to engage residents
- Develop unique graphic icons for municipal services and support
- Create unique global navigation for custom landing pages

Modify: Refresh Your CivicPlus Website with Personalized Themes

- Change your website borders and backgrounds quickly and easily
- Adjust fonts and colors throughout your website from one easy-to-use location
- Update personalized banners to promote important news and events



Manage: Provide Specific Staff Access to Your Website Design Tools

- Maintain consistent website design and best practices across your entire site
- Provide custom design access for specific departments and staff
- Oversee theme and widget modifications with front-end preview

Excluded or Subcontracted Services

The City's Role During Implementation

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Subcontractors

Because all services required for a successful project are performed in-house, no aspect of the development or implementation of your project will be outsourced or subcontracted.



List of Similar Services Completed

CivicPlus is a privately held firm and does not release a list of customers during a public RFP process. With that being said, CivicPlus has designed, developed and implemented projects for over 10,000 customers. Should West Covina require more information on the customers we serve, we would be happy to have discussions with you later in the process with the understanding that any information shared would remain confidential. In lieu of this requirement, please see our case study examples below.

Leavenworth, Kansas

Municode (now CivicPlus) has been providing Codification services to Leavenworth, Kansas, for over 40 years. When Leavenworth, KS needed to update its website, its leaders knew exactly where to find exceptional service—from its long-term codifier. Leavenworth's last major website redesign launched five years prior, with the goal of upgrading the City's web presence.

CHALLENGE:

Its web presence was outdated

SOLUTION:

Implement a modern government website from CivicPlus

RESULT:

A visually appealing city website

"CivicPlus acquired Municode in 2021. Today, Municode's Drupal-based open-source website content management system (CMS) is part of the CivicPlus Civic Experience Platform."

Unfortunately, the difficult-to-use CMS resulted in pages that went stale and rarely saw updates. As a result, residents could not access the most current community information. When the team at Leavenworth first started speaking with Municode (now CivicPlus), the designs and functionality of its website solution impressed them, but the affordability raised concerns. Were they going to get all the tools and great designs at such an affordable price?

Leavenworth discovered that an easy-to-use website (opens in a new tab)does not have to be expensive. Updating content inside the new CMS has been so straightforward that information stays up to date. In addition, the website's visually stunning design has dramatically increased the number of resident visitors, thus decreasing the need for users to reach out to the City by phone.

The staff feels the new calendaring system is the most significant benefit of the municipal website redesign. Unlike its old CMS, Leavenworth's new calendaring system provides staff and residents visibility into upcoming events up to a year in advance.

Great websites must be easy for staff, and residents and budget-friendly. Leavenworth's new website does it all.

Fairbanks, Alaska

Fairbanks, Alaska, known by its motto as the “Heart of Alaska,” needed a new municipal website to match the ideal the community embraces. Before partnering with CivicPlus (formerly Municode), Fairbank’s previous website did not meet today’s modern web standards. Residents had a difficult time navigating the scrolling design and often felt overwhelmed by the many links presented simultaneously. Staff also felt the need for a modern content management system (CMS) as adding and maintaining web pages was becoming increasingly difficult. Its leaders also wanted to expand its codification services with more ways for residents to interact with the City’s code of ordinances.

CHALLENGE:

A modern digital presence and CMS to manage content

SOLUTION:

Implement a CivicPlus Municipal Website and Municode Codification

RESULT:

Improved ease-of-use for residents and staff

Before redesigning its municipal website, Fairbanks previously partnered for over 20 years with Municde (now CivicPlus) to maintain its code of ordinances. However, the City had not yet embraced the Municode Online Code Hosting system, which meant its code of ordinances was available only as downloadable PDFs, causing staff to spend time scanning documents and residents to download individual ordinances.

Realizing the need for an improved website and code of ordinances platform, Fairbanks turned to its CivicPlus team. Now, the city has a stunning and modern website(opens in a new tab) that benefits both residents and staff. Upon entering, users are greeted with rotating images of the City and wildlife as well as a custom banner that mimics the Alaskan landscape. The homepage is presented with a no-scroll design, allowing residents to quickly find what they need without feeling overwhelmed.

For staff, updating and maintaining the City website has never been easier. With a user-friendly CMS, little to no technical training is needed to create and update web pages. This convenience ensures all content remains up to date.

To further improve its website, Fairbanks added CivicPlus’ Online Code Hosting and additional premium features that provide an effective way for staff to upload code online, saving time previously spent scanning documents. Residents can also now easily navigate the code within the intuitive and searchable online platform without downloading a single document.

Premium features such as OrdBank allow staff and the public to view the entire history of the City’s code. This functionality helps staff when drafting new code to see how the ordinance has changed over time and increases transparency for residents as they know how and when something has changed.

References

CHINO, CALIFORNIA

13220 Central Avenue, Chino, California 91710

cityofchino.org

Vivian Castro, Deputy City Manager/Public Information Officer
E: vcastro@cityofchino.org
P: 909.334.3307

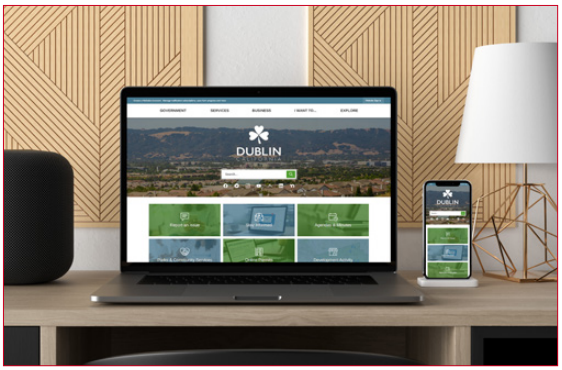


DUBLIN, CALIFORNIA

100 Civic Plaza, Dublin, California 94568

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES**

RECOMMENDATION:

It is recommended that the City Council introduce the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

BACKGROUND:

Section 2-21 (Mayor; duties and selection) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the West Covina Municipal Code establishes the mayoral rotation process for the City Council.

In May 2000, the City Council adopted Ordinance No. 2056, establishing the rotation system for the annual reorganization of the City Council. Prior to the adoption of Ordinance No. 2056, the City Council voted to select a Mayor and Mayor Pro Tem for the following year. The mayoral rotation process is codified in Section 2-21 of the West Covina Municipal Code. Section 2-21 has been amended several times since its adoption, including most recently in 2018 when the City Council adopted Ordinance No. 2444, which added a new subsection (e) to Section 2-21 regarding procedures if the position of Mayor or Mayor Pro Tem becomes vacant for any reason.

Pursuant to the current provisions of Section 2-21, the order of mayoral succession is determined by length of current term of incumbency, defined by the date of election. The outgoing Mayor's name rotates to the bottom of the previous year's mayoral succession list, with all other names moving up one position, in order that the outgoing Mayor Pro Tem will become the new Mayor and the next Council Member on the list will become the new Mayor Pro Tem. During election years, newly elected Council Members are added to the bottom of the mayoral succession list, following the outgoing Mayor in that election year's Council reorganization.

Pursuant to the current requirements of Section 2-21, the City Council is required to conduct its annual

reorganization during its second regularly scheduled meeting in November, except in even-numbered years when the reorganization must occur at the time the City Council confirms the official canvass of the municipal election results as required by California Government Code section 36801.

Elections Code section 10262(b) provides: "For a consolidated election, the city elections official, upon receipt of the results of the election from the elections official conducting the election, shall certify the results to the governing body which shall, no later than the next regularly scheduled city council meeting following presentation of the 28–day canvass of the returns, or at a special meeting called for this purpose."

For the November 2020 election, Los Angeles County issued the Official Canvass Certificate and Official Statement of Votes Cast on November 30, 2020, and the City Council declared the election results at its next regularly scheduled meeting on December 15, 2020. For the November 2022 election, Los Angeles County issued the Official Canvass Certificate and Official Statement of Votes Cast on December 5, 2022, and the City Council declared the election results at its next regularly scheduled meeting on December 20, 2022.

Consistent with the requirements of California Government Code section 36801 and Section 2-21 of the West Covina Municipal Code, the City Council conducted its reorganization following the declaration of election results and installation of new Council Members at each of these meetings. Then, in the following non-election years (2021 and 2023), the City Council conducted its reorganization during the second regularly scheduled meeting in November as required by Section 2-21. As a result, Council Members that succeeded to the position of Mayor during an election year had mayoral terms of approximately 11 months, while Council Members that succeeded to the position of Mayor during a non-election year had mayoral terms of approximately 13 months.

Because the current requirements have resulted in unequal terms for the position of Mayor, the City Council directed that staff prepare an ordinance to amend Section 2-21 to provide for approximately equal terms.

DISCUSSION:

The City Attorney's Office has prepared the proposed ordinance to provide for approximately one-year terms for the position of Mayor. The proposed ordinance includes the following modifications:

- Revises Section 2-21 to provide that during non-election years, the City Council shall reorganize and install a Mayor and Mayor Pro Tem at a regular or special meeting held approximately one year from the installation date of the outgoing Mayor.
- Revises Section 2-21 to provide that when there are two or more newly elected first-term Council Members, they shall be added to the succession list in order based on who received the highest percentage of votes in their district at the election. Currently, Section 2-21 provides that the order will be determined by the person who received the highest number of votes at the election, which does not contemplate by-district elections.
- Adds a new Section 2-30 specific to the duties of the presiding officer, incorporating the existing provisions from Section 2-21(a). This new section also clarifies the requirements and procedures regarding the presiding officer being physically present at the meeting.
- Cleans up and clarifies the provisions of Section 2-21.

Staff recommends that the City Council introduce Ordinance No. 2523.

LEGAL REVIEW:

The City Attorney's Office has reviewed the ordinance and approved it as to form.

OPTIONS:

The City Council has the following options:
1. Introduce the ordinance; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

It can be seen with certainty that there is no possibility the adoption and implementation of this ordinance will have a significant effect on the environment. The ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

Attachments

Attachment No. 1 - Ordinance No. 2523

ATTACHMENT NO. 1

ORDINANCE NO. 2523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, Section 36801 of the California Government Code requires the City Council to choose from its members a Mayor and Mayor Pro Tempore at the meeting at which the declaration of the results of a general municipal election is made, following the declaration of the election results and the installation of elected officials; and

WHEREAS, Section 2-21 of the West Covina Municipal Code outlines mayoral selection and duties; and

WHEREAS, Section 2-21 currently provides that the City Council shall conduct its annual reorganization during its second regularly scheduled meeting of November, except in even-numbered years when the reorganization will occur at the time the City Council confirms the official canvass of the municipal election results as required by California Government Code section 36801; and

WHEREAS, the current provisions of Section 2-21 have resulted in unequal mayoral terms; and

WHEREAS, the City Council desires to amend Section 2-21 to provide for mayoral terms that are approximately one year; and

WHEREAS, the City Council further desires to make other clarifying changes to Section 2-21, and to add a new Section 2-30 that specifically addresses the role of the presiding officer; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all of the facts and findings set forth in the recitals to this Ordinance are true and correct.

SECTION 2. Amendment to Section 2-21. Section 2-21 of Division 1 of Article II of Chapter 2 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 2-21. - Mayor; selection.

(a) The mayor shall be the official head of the city for all ceremonial purposes and shall perform all duties imposed upon the mayor by the laws of the state or by ordinance of the city. The mayor shall serve in such capacity at the pleasure of the city council.

(b) During election years, the city council shall reorganize and install one of its members as mayor and one as mayor pro tempore ("mayor pro tem") at the meeting at which it declares the results of the general municipal election in accordance with California Government Code section 36801. During non-election years, the city council shall reorganize and install one of its members as mayor and one as mayor pro tem at a regular or special meeting held approximately one year from the installation date of the outgoing mayor.

(c) The city council shall reorganize in accordance with the mayoral succession list, which shall be maintained by the city clerk. At the city council meeting at which the city council reorganizes, the current mayor pro tem shall succeed to the position of mayor. All other council members shall move up one (1) position, such that the council member in the third position on the succession list shall move into the mayor pro tem position. The outgoing mayor shall rotate to the bottom of the succession list, except that in a regular election year, any newly elected first-term council member shall be placed behind the outgoing mayor on the succession list. When there are two (2) or more newly elected first-term council members, they shall be added to the succession list in order based on who received the highest percentage of votes in their district at the election. If an incumbent council member is reelected during a regular election year, that council member shall maintain their position on the succession list.

(d) In the event that the position of mayor or mayor pro tem becomes vacant for any reason, the succession order shall remain the same. If both the mayor and the mayor pro tem have changed prior to the next regularly scheduled reorganization, the council members serving as mayor and mayor pro tem shall keep their positions at the next regularly scheduled reorganization, for the term they would have held in the absence of the vacancies.

(e) Any individual appointed or elected to fill a vacancy in a city council seat shall be placed at the bottom of the mayoral succession list.

(f) The city council by a minimum of four (4) votes may modify the mayoral succession list or remove and replace the mayor or mayor pro tem at any time.

SECTION 3. Amendment to Division 2 of Article II. Division 2 of Article II of Chapter 2 of the West Covina Municipal Code shall be amended to add a new Section 2-30 to read as follows:

Sec. 2-30. - Presiding officer; duties.

(a) The mayor shall be the presiding officer at all meetings of the city council, provided the mayor is physically present at the meeting. If the mayor attends the meeting remotely or is absent, the mayor pro tempore shall preside, provided the mayor pro tempore is physically present at the meeting. If both the mayor and mayor pro tempore attend the meeting remotely or are absent, the city clerk shall call the meeting to order, whereupon the council present shall select a temporary presiding officer to serve until the arrival of the mayor or mayor pro tempore or until adjournment.

(b) The presiding officer shall preserve strict order and decorum at all meetings of the city council. The presiding officer shall state every question coming before the council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council members present shall govern and conclusively determine such question of order. Voting on all ordinances shall be by roll call vote called by the city clerk; and the presiding officer shall be entitled to vote last on all questions.

SECTION 4. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

SECTION 5. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, clause or phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this Ordinance. The City Council of West Covina hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall take effect thirty (30) days after

its final passage.

SECTION 8. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2523 was introduced at a regular meeting of the City Council held on the 17th day of September, 2024, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2024-25 - PROJECT NO. C23027**

RECOMMENDATION:

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

1. Award the construction agreement for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027) to Superior Pavement Markings, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute an agreement with Superior Pavement Markings, Inc. in an amount not to exceed $265,709.00, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute amendments to the agreement within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

BACKGROUND:

On March 7, 2023, the City Council approved recommendations from the Traffic Committee Meetings held between June 2022 and January 2023. On November 7, 2023, the City Council approved recommendations from the Traffic Committee Meetings held between March 2023 and August 2023. These recommendations included various pedestrian and vehicle traffic safety improvements at 29 locations citywide. Major work components include installation of pedestrian and vehicle traffic safety improvements including signage, striping, and pavement markers and all related work.

The improvement locations include the following:

1. South Citrus Street from Walnut Creek Parkway to East Cortez Street
2. Evangelina Street
3. Intersection of Willow Avenue at Farlington Street
4. 1500 East Cameron Avenue
5. 1831 Gemini Street Red Curb
6. Rowland Avenue Elementary
7. California Avenue between Service Avenue and West Covina Parkway
8. Durness Street between Sunset Avenue and California Avenue
9. Intersection of Orange Avenue and Pacific Lane

10. Morganfield Avenue between Hollingworth Street and Pinefalls Drive
11. Green Curb Installation at 540 North Azusa Avenue
12. Sunset Avenue Near Jubilee Christian School
13. East Garvey Avenue South Between Azusa Avenue and Hollenbeck Avenue
14. Woodgate Drive at Evangelina Street
15. West Puente Avenue and North Orange Avenue
16. West Service Avenue and South Evanwood Avenue
17. Willow Avenue and Ituni Street
18. Cameron Avenue between Hollenbeck Avenue and Azusa Avenue
19. North Orange Avenue and West Thelborn Street
20. West Roseway Street and South Sunset Avenue
21. South Azusa Avenue and East Autumn Drive
22. Gemini Street between Shadow Oak Drive and Giano Avenue
23. Valinda Avenue and Merced Avenue
24. Shadow Oak Drive and Gemini Street
25. Shadow Oak Drive and East Woodgate Drive
26. West Thelborn Street and North Orange Avenue
27. Fairgrove Avenue and Kauai Street
28. East Woodgate Dr at East Temple Avenue
29. Westport Street at Amar Road

DISCUSSION:

On August 2, 2024, staff advertised the construction bid package. The following bid was received by the City at the Bid Opening held on August 21, 2024, at 3:00 pm.

Contractor Name: Superior Pavement Markings, Inc.
Total Bid Amount: $265,709.00

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Superior Pavement Markings, Inc.

Lowest Responsive Bid

The lowest responsive bid was submitted by Superior Pavement Markings, Inc. for the amount of $265,709.

Project Timeframe

Once notice to proceed is issued, the project is anticipated to be completed in six (6) months. Anticipated completion is before Spring 2025.

Staff recommends that the City Council authorize the City Manager to execute the agreement with Superior Pavement Markings, Inc. in an amount not to exceed $265,709.00, in substantially the form as attached (Attachment No. 1) and in such final form approved by the City Attorney.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and approved it as to form.

OPTIONS:

The City Council has the following options:
1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

The construction estimate with contingencies is $305,565.

Base Construction Contract	$265,709
Proposed Construction Contingency (15%)	39,856
Subtotal Construction Estimate	305,565
Project Management and Administration (Including Preparation of Bid Docs)	27,500
Construction Management and Inspection	30,600
Total Construction Estimate	**363,665**
Total Budget	**525,915**
(Over)/Under Budget	**$162,249**

This project is included in the FY2024-25 Budget under Fund 237, Senate Bill (SB) 1.

Project	Fund	Current Budget Balance	Amount Requested	New Balance
C23027, Pedestrian & Vehicle Safety Imp.	237 SB1	525,915	305,565	$220,349
	Total	**$525,915**	**$305,565**	**$220,349**

Attachments

Attachment No. 1 - Construction Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 23027
CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS
FY 24-25

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement"), is made and entered into as of September 17, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and SUPERIOR PAVEMENT MARKINGS, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25, Project No. 23027 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;

(c) Addendum No. 1 to the Bid Documents, dated August 16, 2024, incorporated by this reference as if fully set forth herein;
(d) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(e) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(f) Bonds, attached hereto as Exhibit C and incorporated herein;
(g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and
(h) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All 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 having jurisdiction in effect at the time the work is performed.

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, including a business license from the City. 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 against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) 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 this 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 active 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. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

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 change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. 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 or reasonably contemplated therein. 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.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred Sixty-Five Thousand Seven Hundred Nine Dollars ($265,709.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold

shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 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 complete all services within sixty (60) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by 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 other than the City, if the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for 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. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Darren Veltz, Chief Financial Officer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) 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.

For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against 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. 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 City's express consent.

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 subcontractors, agents or employees, performs 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, subcontractors, 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 subcontractors, 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 venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall

immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The 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.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations,

claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-

sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

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

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

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

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury

to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 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 may 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, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. 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.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

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

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, 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 setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the

costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting 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 considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 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.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at 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.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely

difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of One Thousand Two Hundred Dollars ($1,200.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 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.

10.2 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 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, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, 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, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 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 shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor:
Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, CA 90630
Attn: Darren Veltz

11.2 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.

11.3 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.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

11.7 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.

11.8 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
Darren Veltz
Chief Financial Officer

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Stephanie Sikkema
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

Addendum for: CITYWIDE PEDESTRIAN & VEHICLETRAFFIC SAFETY IMPROVEMENTS FY 24-25

Addendum No.: 1

Addendum Date: July 29, 2024

Issued by: City of West Covina

Reminder 1: Bid due date is not changed. Bids are due at 3:00 PM, on August 21, 2024.

Reminder 2: Please sign Addenda Acknowledgement on page III-5 of Bid Package Section III Titled "BID DOCUMENTS". Entire Section III shall be submitted as Bidder's Bid.

- This addendum provides responses to the questions received to date.
- Please see below responses provided to all questions:

Question 1: Reaching out regarding the bid in the subject line. Could you please add C45 as an eligible license for this bid. We have successfully implemented similar scope of work for various cities in California and our license class has been acceptable. Some of the completed projects are Citywide Wayfinding Vehicular Directional Signs for City of Commerce. Citywide Wayfinding Directional Signage Project for City of Placentia, Citywide Directional Wayfinding, City of Lakeport HSIP Signs, etc. License has been acceptable for Caltrans and Cities. Let us know if you will be able to add C45 Sign Contractor to the list of eligible licenses.

Response 1: Yes, Subsection 6 - Contractors License under Section I Notice to Contractors is revised with the change shown below in red.

In accordance with provisions of Section 3300 of the California Public Contract Code, City of West Covina has determined that the contractor shall possess a class A or C-31 & C-32 & C-45 valid California Contractor's License. Failure to possess such license may render the bid as non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and subcontractors will be required to possess business licenses from the City of West Covina.

Question 2: is the city willing to accept a C-32 with no other license

Response 2: No, the City will require the contractor to posses a class A or C-31 & C-32 & C-45.

Question 3: what are the liquidated damages.

Response 3: Liquidated damages are found under Section II Instruction to bidders Subsection 13 Construction Schedule, Progress of Work, Liquidated Damages. Within the section it is shown to be $1,200 a calendar day.

Issued by City of West Covina

III. BID DOCUMENTS

PROPOSAL

Project No: 23027
CITYWIDE PEDESTRIAN & VEHICLE
TRAFFIC SAFETY IMPROVEMENTS FY 24-25

SUBMITTED BY: Superior Pavement Markings, Inc.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

PROPOSAL SCHEDULE

Project No: 23027
CITYWIDE PEDESTRIAN & VEHICLE
TRAFFIC SAFETY IMPROVEMENTS FY 24-25

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 01 – S Citrus Street from Walnut Creek Parkway to East Cortez Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 11,023.00	$ 11,023.00
2	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 02 – Evangelina Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 2,736.00	$ 2,736.00
3	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 03 – Intersections of Willow Avenue at Farlington Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 48,645.00	$ 48,645.00
4	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 04 – 1500 East Cameron Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,093.00	$ 1,093.00
5	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 05 – 1831 Gemini Street Red Curb. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,093.00	$ 1,093.00
6	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 06 A&B – Rowland Avenue Elementary. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 14,169.00	$ 14,169.00
7	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 07 A&B – California Avenue between Service Avenue and West Covina Parkway. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 7,045.00	$ 7,045.00
8	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 08 – Durness Street between Sunset Avenue and California Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 4,317.00	$ 4,317.00
9	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 09 – Intersection of Orange Avenue and Pacific Lane. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 5,076.00	$ 5,076.00
10	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 10 – Morganfield Ave between Hollingworth St and Pinefalls Dr. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 15,204.00	$ 15,204.00

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
11	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 11 – Green Curb Installation at 540 N Azusa Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,336.00	$ 1,336.00
12	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 12 – Sunset Avenue Near Jubilee Christian School. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,093.00	$ 1,093.00
13	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 13 – East Garvey Avenue South Between Azusa Avenue and Hollenbeck Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 4,035.00	$ 4,035.00
14	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 14 – Woodgate Drive at Evangelina Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,093.00	$ 1,093.00
15	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 15 – W Puente Avenue and N Orange Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 4,042.00	$ 4,042.00
16	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 16 – W Service Avenue and S Evanwood Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 2,379.00	$ 2,379.00
17	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 17 – Willow Avenue and Ituni Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,312.00	$ 1,312.00
18	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 18 – Cameron Avenue Between Hollenbeck Avenue and Azusa Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 7,950.00	$ 7,950.00
19	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 19 – North Orange Avenue and West Thelborn Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 5,491.00	$ 5,491.00
20	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 20 – W Roseway Street and S Sunset Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,039.00	$ 1,039.00
21	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 21 – S Azusa Avenue and E Autumn Drive. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 11,157.00	$ 11,157.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
22	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 22 – Gemini Street between Shadow Oak Drive and Giano Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 5,866.00	$ 5,866.00
23	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 23 – Valinda Avenue and Merced Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 17,997.00	$ 17,997.00
24	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 24 – Shadow Oak Drive and Gemini Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 25,933.00	$ 25,933.00
25	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 25 – Shadow Oak Drive and East Woodgate Drive. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 22,705.00	$ 22,705.00
26	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 26 – W Thelborn Street and N Orange Avenue. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 7,494.00	$ 7,494.00
27	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 27 – Fairgrove Avenue and Kauai Street. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 1,039.00	$ 1,039.00
28	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 28 – E Woodgate Dr at E Temple Ave. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 9,136.00	$ 9,136.00
29	Striping, pavement markers and signage improvements as shown on Exhibit A. Project Plans: Exhibit 29 A&B– Westport St at Amar Rd. Work shall include removal of existing conflicting markers and striping.	1	LS	$ 24,211.00	$ 24,211.00
TOTAL BASE BID AMOUNT IN NUMBERS					$ 265,709.00

TOTAL BID AMOUNT IN WORDS: Two Hundred Sixty Five Thousand, Seven Hundred Nine Dollars and Zero Cents.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Darren Veltz, Chief Financial Officer

Date of Inspection: 08/19/2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 08/16/2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name:		**Address:**	
Elecnor Belco Electric, Inc.		14320 Albers Way, Chino CA 91710	
Description of Work: Removal of Existing In-Road Lights, Install Yellow Backplate Borders			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
(909) 993-5470	738518	1000004804	$22,640.00

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Percent of work to be performed by sub-contractors: _____%
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $ 10% Bidder's Bond is at least 10% of the amount bid.

Contractor: Superior Pavement Markings, Inc.

Address: 5312 Cypress Street

Cypress, CA 90630

Fax Number: (714) 995-9400

Telephone Number: (714) 995-9100

Email Address: estimating@superiorpavementmarkings.com

By: DV2

Signature of Contractor

Darren Veltz, Chief Financial Officer

Title

State of California Contractor's License:

Classification: C31, C32, C61, D38 D42 License No: 776306 Expiration: 08/31/2025

DIR Registration No: 1000001476

REFERENCES FOR WORK PER BID SCHEDULE

Date: 08/20/2024

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

City of Irvine P.O. Box 19575, Irvine CA 92623
Name and address of Public Agency

Name and Telephone No. of Project Manager Jose Alvarado, (562) 762-5177

$588,572.93 As-Needed Street Striping Services 21-3028 07/31/2023
Contract Amount Type of Work Date Completed

2.

City of Costa Mesa P.O. Box 1200, Costa Mesa CA 92628
Name and address of Public Agency

Name and Telephone No. of Project Manager Henry Granados , (714) 327-7472

$159,612.00 Street Striping & Thermoplastic Markings (22-09) 05/31/2023
Contract Amount Type of Work Date Completed

3.

City of Arcadia 240 West Huntington Drive, Arcadia CA 91077
Name and address of Public Agency

Name and Telephone No. of Project Manager Dave Thompson, (626) 254-2726

$94,908.00 Street Striping & Pavement Markings Services 05/23/2024
Contract Amount Type of Work Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Superior Pavement Markings, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 23027 said work being: Citywide Pedestrian & Vehicle Traffic Safety Improvements FY24-25 as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ Old Republic Surety Company a corporation organized and existing under the laws of the State of Wisconsin, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars ($ ----------10%----------) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 19th day of August, 2024.

Principal Superior Pavement Markings, Inc.

By _____

Title Darren Veltz, Chief Financial Officer

Surety Old Republic Surety Company

By X: Kelly Vincent

Title Kelly Vincent, Attorney-in-Fact
Surety Account Manager

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, 20__, in the City of _____ , State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, 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.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

ALL- PURPOSE
CERTIFICATE OF 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 August 19th, 2024 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ETC1 SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 ETC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Old Republic Surety Company
(Title or description of attached document)

Bid Bond
(Title or description of attached document continued)

Number of Pages 1 Document Date 8.19.24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David Jacobson, Kelly Vincent of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of July, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of July, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0043

Signed and sealed at the City of Brookfield, WI this 19th day of August, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Patriot Risk & Ins Serv LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of San Bernardino

On August 20, 2024 (Date) before me, Rebecca Parra, Notary Public (Here Insert name and Title of the Officer),

personally appeared Darren Veltz (Name(s) of Signer(s))

,

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

REBECCA PARRA
Notary Public - California
San Bernardino County
Commission # 2383327
My Comm. Expires Nov 16, 2025

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: August 19, 2024 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Darren Veltz
- □ Individual
- X Corporate Officer — Title(s): Chief Financial Officer
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other: _____

Signer is Representing: Superior Pavement Markings, Inc.

RIGHT THUMBPRINT OF SIGNER — Top of thumb here

Signer's Name: _____
- □ Individual
- □ Corporate Officer — Title(s): _____
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb here

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On August 19, 2024 at Ontario California.

Firm Superior Pavement Markings, Inc.

Street 5312 Cypress Street

City Cypress State CA Zip 90630

Signature

Darren Veltz
Name

Chief Financial Officer
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of San Bernardino

On August 20, 2024 (Date) before me, Rebecca Parra, Notary Public (Here Insert name and Title of the Officer),

personally appeared Darren Veltz (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

REBECCA PARRA
Notary Public - California
San Bernardino County
Commission # 2383327
My Comm. Expires Nov 16, 2025

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statement of Non-Collusion By Contractor

Document Date: August 19, 2024 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Darren Veltz
- ☐ Individual
- ☒ Corporate Officer — Title(s): Chief Financial Officer
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: Superior Pavement Markings, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: 08/20/2024

Signature of Principal
Darren Veltz, Chief Financial Officer

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of Superior Pavement Markings, Inc.
(Name of Contractor/Vendor)

5312 Cypress Street, Cypress CA 90630
(Address)

I agree to the terms of this Agreement.

Signature _____

Title Darren Veltz, Chief Financial Officer

STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **776306** Entity CORP

Business Name SUPERIOR PAVEMENT MARKINGS INC

Classification(s) C32 C31 C61/D38 C61/D42

Expiration Date 08/31/2025 www.cslb.ca.gov

CA

State of California Department of Industrial Relations

Superior Pavement Markings Inc

Contractor

Contractor business email

lorena@superiorpavementmarkings.com

Contractor c ation eff date

2023-07-01

Contractor first name

Darren

Contractor mailing city

Cypress

Contractor mailing state

CA

Contractor mailing zip

90630

Contractor physical city

Cypress

Contractor physical state

CA

Contractor physical zip

90630

Contractor certify date

2023-06-28

Contractor company type

Corporation

Contractor craft legacy

Parking Highway Improvement

Contractor craft snow

Contractor c ation exp date

2025-06-30

Contractor date deactivated

Contractor dba name

Contractor entity number

48587745

Contractor ID

1000001476

Contractor last name

Veltz

Contractor mailing address2

Contractor physical address1

5312 Cypress St

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2023-06-01

Contractor wc exp date

2024-06-01

Contractor wc policy number

SUWC457593

Contractor wc selection

Insured by carrier

Contractor legal entity name

Superior Pavement Markings Inc

Contractor mailing address1

5312 Cypress St

Contractor wc carrier

Patriot Risk & Insurance Services

☐ Checked

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR FIRE STATION 1 REPLACEMENT - PROJECT NO. 23002**

RECOMMENDATION:

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

1. Award the Request for Qualifications (RFQ) for design services of Fire Station 1 Replacement Project to PBK Architects, Inc.; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with PBK Architects, Inc., with an original maximum compensation amount not to exceed $799,500, in such final form as approved by the City Attorney.

BACKGROUND:

Fire Station 1 is an essential facility for our community's safety. The Fire Station 1's temporary relocation was triggered by the building's closing and condemnation. Fire Station 1 currently operates out of portable buildings located at the City Yard site (825 S. Sunset Avenue, West Covina). While this temporary solution ensures that emergency services remain operational, it is not ideal for the long- term needs of the Fire Department and the community it serves. The temporary conditions and operational challenges highlight the need to construct a permanent and compliant Fire Station 1 to ensure the safety and efficiency of West Covina's fire services.

July 16, 2024 City Council Meeting

This item was initially presented to the City Council at its July 16, 2024 meeting. The City Council voted to postpone the matter to a later meeting and directed staff to provide the City Council with a more in-depth analysis and complete information ahead of the scheduled meeting. The City Council suggested that staff conduct further reference checks and reach out to other cities who have similar fire stations under construction or who have recently built fire stations, and present the City Council with information on the firm's performance and associated cost.

DISCUSSION:

A new Fire Station 1 building will replace the condemned building and ensure the continued provision of essential emergency services. The new Fire Station 1 will be designed to meet all the essential service needs/requirements of the Fire Department and the community it serves. The new building will be approximately 9,500 square feet and will feature three (3) 70-foot deep apparatus bays. The design will have a variety of support areas to enhance operational efficiency, including a hose storage alcove, shop, response alcove, cleanup area, storage, communications equipment room, electrical room, mechanical room, yard storage closet, turnout room (supporting a washer extractor and turnout lockers), medical supply storage, and a Self-Contained Breathing Apparatus (SCBA) area.

RFQ Review Process

On November 16, 2023, the City issued a Request for Qualifications (RFQ) to prepare the plans, specifications,

estimates and general construction documents for a new fire station (Fire Station No. 1) with a December 14, 2023 proposal due date. The RFQ was posted on Planet Bids. The following nine (9) firms submitted proposals by the due date:

- BFK Architects
- Holt Architecture
- PBK Architects, Inc.
- RRM Design Group
- Rubio Medina Architect
- STK Architecture, Inc.
- SVA Architects, Inc.
- TSK
- Westgroup Designs, Inc.

The process of selecting the most qualified firm to prepare the City's Fire Station 1 replacement designs started with careful evaluation of each one of the nine (9) proposals received based on the following criterion and evaluation point system:

Evaluation Criteria	Max. Points
Completeness of the SOQs and compliance with the required RFQ format	10
Project understanding, scope, and approach to develop the project efficiently	25
Experience and qualifications of the firm	25
Experience and qualifications of the project team members	25
Similar project experience	15
TOTAL	**100**

The proposals were evaluated by the review committee consisting of the Fire Chief, Deputy Public Works Director, and Senior Engineer. The table below reflects the average total points calculated for each firm (and organized with the firm receiving the highest points at the top and the lowest at the bottom) based on the above-listed criterion and maximum points per criteria by the review committee.

Firm	Points Average
PBK Architects, Inc.	91.33
RRM Design Group	85.33
Rubio Medina Architect	80.33
TK Architecture, Inc.	79.33
Westgroup Designs, Inc.	76.00
TSK	75.67
SVA Architects, Inc.	72.00
Holt Architecture	64.67
BFK Architects	59.67

On April 16, 2024, the review committee conducted interviews with the top three firms to have a better understanding of each firm's approach to providing the specified scope of work and the quality of their work. The firms interviewed were PBK Architects, Inc. RRM Design Group, and Rubio Medina Architect. After conducting interviews, the review committee unanimously determined that the proposal from PBK Architects, Inc. was the most comprehensive and demonstrated the best understanding of the project. PBK Architects, Inc.'s proposed project manager and key personnel showcased relevant project experience and qualifications for similar Fire Station projects in other cities, including Newport Beach, City of Orange, City of Ontario, City of Monterey Park, City of Escondido, City of Van Nuys, City of Costa Mesa, and City of Dana Point. Design examples from PBK will be presented during the City Council meeting. Staff conducted the reference check for the three firms interviewed by

the review committee. The City received only favorable/positive feedback in regard to PBK Architects' work.

Cost

The lowest proposal was from Rubio Medina Architect. However, since the City issued a Request for Qualifications, pursuant to the requirements set forth in the City's Purchasing Manual, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee must be negotiated. If a satisfactory agreement cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City is required to formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

Additionally, staff has concerns with utilizing Rubio Medina Architect because it is a one-person firm, such as additional City staff (and Transtech) time may be required managing the project and delays in production may be experienced if the architect is sick, busy with other projects, on vacation, et cetera. Although PBK was not the lowest bid, PBK's proposed cost (without the CEQA and Geotechnical Report) is approximately 63-percent lower than the highest bid (RRM).

The following table compares the proposed costs of the top three firms:

	Rubio Medina Architect	PBK	RRM
Preliminary Design and Development	$187,869	$159,375	$389,827
Construction Documents	$189,975	$255,000	$334,597
Agency Review and Approval		$31,875	
Permitting			$54,660
City Council Presentation	$3,500		
Bidding and Award Support	$13,400	$31,875	$39,330
Construction Administration	$95,898	$159,375	$245,270
Project Close Out			$36,945
WQMP		$6,000	
Hydrology		$1,000	
Offsite Street Improvements		$7,000	
SWPPP		$3,000	
Commissioning		$20,000	
Reimbursables	$7,500	$10,000	$12,000
TOTAL	**$500,142**	**$684,500**	**$1,117,579**

PBK Architects, Inc. includes optional tasks including Topographical Survey, Geotechnical Report, and Environmental Planning (California Environmental Quality Act) that total an additional $115,000. Staff recommends including these additional tasks that will be required for the project, regardless of the architectural firm selected. Selecting PBK Architects, Inc. with the additional tasks will streamline the completion of the project without having to approve additional fees or change orders for the required reports.

Staff recommends that the City Council approve a professional services agreement with PBK Architects, Inc. for the Design Services (DES Phase) for Fire Station 1 Relocation for a total amount of $799,500. If approved, the project design phase will start in October 2024 and is anticipated to take approximately 12 months to complete.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Direct Staff to formally end negotiations with PBK Architects, Inc. and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price; or
3. Provide alternative direction.

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Jo-Anne Burns, Deputy Community Development Director

Fiscal Impact

FISCAL IMPACT:

The following is the breakdown of the project design phase budget:

Preliminary Engineering Services (Contract with PBK Architects, Inc.)	$799,500
15% Contingency Allowance (Up to 25% authorized by Sec. 2-329(a)(2))	$119,925
Project Management Cost (7%)	$55,965
Total Project Design Phase Estimate	**$975,390**

The preliminary estimate for construction is approximately $18.8 million, making the total cost nearly $19.8 million. State and Local Fiscal Recovery Funds (SLFRF) are proposed to be used to fund the design phase which must be committed (under contract or purchase order) by December 31, 2024 and spent by December 31, 2026. The cost of construction is expected to be funded by the proceeds from the sale of the current fire station site. The funds available for design are as follows:

Project	Fund	Current Budget Balance	Amount Requested	New Balance
23002, Fire Station 1 Replacement	179 ARPA SLFPF	1,449,606	975,390	$474,216
TOTAL		**$1,449,606**	**$975,390**	**$474,216**

Since this fire station will house emergency medical services apparatus and personnel, it is a capital expenditure to support responses to public health emergencies. Like other eligible uses of SLFRF funds in this category, capital expenditures should be a related and reasonably proportional response to a public health or negative economic impact of the pandemic. Per Treasury's final rule for SLRF, smaller projects with total expected capital expenditures below $1 million will not be required to undergo additional analysis to justify their capital expenditure, as such projects will be presumed to be reasonably proportional, provided that they are responding to a harm caused or exacerbated by the public health emergency. The cost of design is about five percent of the total project cost, which can be presumed to be reasonably proportional.

Attachments

Attachment No. 1 - Draft Professional Services Agreement

Attachment No. 2 - Presentation

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Expand Economic Development Opportunities
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
PBK ARCHITECTS, INC.
FOR
DESIGN SERVICES FOR NEW FIRE STATION 1

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of September 17, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and PBK ARCHITECTS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide design services for the new Fire Station 1, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Consultant responded to the City's Request for Qualifications dated November 16, 2023, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Qualifications was a material inducement to the City ultimately entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be

liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Seven Hundred Ninety-Nine Thousand Five Hundred Dollars ($799,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, City will pay Consultant an additional fee based upon the Consultant's standard hourly rates as set forth in Exhibit B for such additional services. Such additional services and the increase in Consultant's compensation will be memorialized in an amendment to this Agreement. Consultant acknowledges and agrees that only the City Manager is authorized to approve and execute amendments to this Agreement.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The services shall be performed in accordance with a project schedule agreed to by the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on September 16, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of one (1) successive one (1) year period. Such extension, if any, will be evidenced by a written amendment to this Agreement**.**

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00)

aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Kelley Needham, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
PBK Architects, Inc. 8163 Rochester Ave. Rancho Cucamonga, CA 91730 Tel: (909) 238-7030 Email: kelley.needham@pbk.com Attn: Kelley Needham	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Tel: (626) 939-8733 Email: rortega@westcovina.org Attn: Robert Ortega

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

(a) General Indemnification. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its

employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

(b) Indemnification for Design Professional Services. To the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c). The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers,

agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security

awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In

the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONSULTANT

_____ Date: _____
Chris Cunico
President

_____ Date: _____
Kelly Needham
Secretary

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Stephanie Sikkema
Risk Management

DRAFT

EXHIBIT A

CONSULTANT'S PROPOSAL

DRAFT

PBK

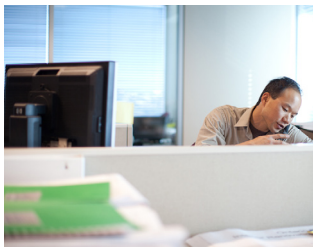
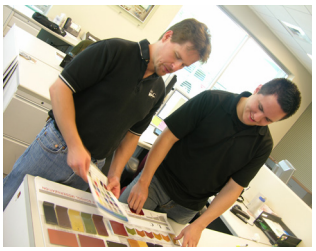
Fire Station 1

City of West Covina

QUALIFICATIONS FOR ARCHITECTURAL SERVICES



FIRE STATION 1
COSTA MESA, CA


December 14, 2023

Ms. Paulina Morales
Acting City Manager
City of West Covina
1444 W Garvey Avenue South
West Covina, CA 91790

Re: Proposal for Architectural Services
Fire Station 1
City of West Covina

Dear Ms. Morales,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our qualifications for the design of the City of West Covina's new Fire Station 1. As you may already be aware, our firm specializes in the planning and design of public safety and essential service facilities. We have designed over 200 such facilities, each of which is specifically tailored to the unique requirements of the Fire Department and the communities they serve. We are currently working on similar projects in Costa Mesa, Laguna Beach, and Fountain Valley. In addition to public safety, we have designed a number of civic center projects which may prove helpful in the integration of the facility in its new location. As you can imagine, we believe our specific experience and local presence makes us uniquely qualified for a project of this type.

I will be the Principal-in-Charge of the project and will be the main point of contact from design through construction. All work will be completed in our office in Rancho Cucamonga. We acknowledge that all terms and conditions of the RFQ are understood and agreed to. We acknowledge receipt of Addendum 1. This submittal shall remain valid for 120 days.

Thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time. We look forward to hearing from you.

Very truly yours,

KELLEY NEEDHAM, AIA
Managing Partner
kelley.needham@pbk.com
Cell: (909) 238-7030


RFF 80



ARFF STATION 80
LOS ANGELES INTERNATIONAL AIRPORT

TABLE OF CONTENTS

APPROACH/SCOPE OF WORK 1

- Understanding
- Methodology
- Project Committee
- Key Objectives
- Quality Assurance
- Scope of Work
- Site Specific Services

PROJECT TEAM 11

- PBK Team/Resumes
- Consultant Team/Resumes
- Organization Chart

QUALIFICATIONS 21

- Introduction
- Better Together
- Relevant Experience
- Sustainable Design
- Recent Projects

Approach/Scope of Work

A. UNDERSTANDING

It is our understanding that the City of West Covina wishes to replace Fire Station 1. The new station will be located within the City's Civic Center complex. The new station is anticipated to be approximately 9,500 sf. and meet all the requirements of the Essential Service Seismic Safety Act. The station should be designed to accomodate 10 firefighters and include the following major components:

- Three 70-foot deep apparatus bays
- Ten individual dormitories
- Five individual restrooms
- Exercise room
- Administrative office area
- An open kitchen/dining/dayroom layout
- Entry lobby with accessible restroom

Station support areas will include hose storage, shop, custodial, turn-out locker room, laundry, medical supply, communications room, and SCBA area. Site work to include secured fire fighter parking, emergency generator, and above-ground fuel island.

B. METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Kelley Needham, AIA. The Principal-in-Charge will be responsible for coordinating our in-house Architectural Team and our Consultant Team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

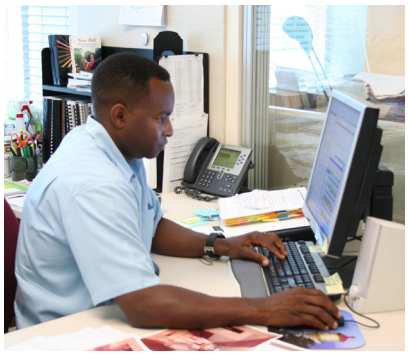
Our organization reflects a commitment towards planning and design in a team approach rather than on an individual basis. We feel that the final product can be substantially improved by a process which reflects many more design alternatives and ideas available for consideration and input. We believe that the success of the project depends upon involving all appropriate parties early on and throughout the planning and design process. It is important that the City and Fire Department staff provide review and input early on in the conceptual Design Phase of the project. With our fire station design experience, it is our job to explore options and alternatives that meet the needs of the program, and to provide design schemes that can be depended upon to be the best possible solutions.

C. PROJECT COMMITTEE

Our approach to your project depends upon a participatory process with key staff members who are involved within a given consideration of each of the project areas. We recommend that a Project Committee be established with a specific review process to enhance project communications. The exchange of information is critical to the process of planning, design, and construction. Periodic progress and review meetings will be established with milestone presentations and periods for comprehensive review during the entire project process. Beneficial and informal design workshops are also envisioned to explore options and alternatives likely to be discovered in the planning and design process.







D. KEY OBJECTIVES

Because of the factors that will influence the overall design of the facility, it is necessary that the Project Team have appropriate resources, expertise, and knowledge to provide the correct methodology to resolve project requirements. More importantly, we perceive that many opportunities and challenges exist in the design of this project. Our approach to the design of your project establishes a well crafted set of work tasks, responsibilities, and products to provide thoughtful solutions that innovate the best possible responses to the Fire Department's needs, opportunities, and available resources. We will seek to explore the following objectives in your project:

1. Creation of an efficient, functional, and interactive facility responsive to the service objectives of the Fire Department.

2. Consolidation of building and site elements to minimize development impacts and to maximize continuity of structural, mechanical, electrical, telecommunications, and site infrastructure components.

3. Achievement of a compact plan to establish clear, public, staff, and departmental areas in order to maximize functional efficiency, privacy, and security.

4. Explore opportunities to use combined passive and active technologies for energy conservation.

5. Consider and select appropriate environmental systems, materials, and finishes that achieve work and living environments while producing a durable, low maintenance facility.

6. Prepare alternative design concepts and recognize that value, performance, and image characteristics make significant contributions to team building, retention, and recruitment of valuable personnel.

7. Create forward thinking environments that are flexible to ever changing technologies and anticipate future change and expansion.

8. A community oriented, inviting, and friendly design that initiates public confidence and support while reinforcing the caliber of professionalism and camaraderie within the Fire Department.

9. A personalized setting to promote gender privacy is essential to eliminating stress and to respond to the individual housing needs of both male and female fire fighters.

MAINTAIN OPEN & CLEAR COMMUNICATION

PBK Unifying Principle No. 4

E. QUALITY ASSURANCE

1. COST ESTIMATING

Our proposal provides cost estimating as an integrated function attached to each and every design phase of the project. During the design phases of this project, cost estimates will be prepared during schematic design, design development, and at 60% and 90% complete final construction documents. Our construction cost control process ensures updated construction costs by linking value engineering to the project design. This approach helps make certain that the project budget is clearly recognized and understood by all project team decision-makers.

OPENLY SHARE KNOWLEDGE AND EXPERIENCE

PBK Unifying Principle No. 7

The successful completion of a winning facility design requires accuracy in estimating and compliance with allowable building costs as a prerequisite to the implementation of any proposed design option. A majority of our projects involve state and federal funding processes. Failure to comply with funding limitations will mean failure to get the project built. Consequently, PBK has developed the necessary cost estimating and project cost control systems within the design studio to ensure that construction cost limitations are achieved during both design and construction. Our cost estimating system uses completed projects as the primary source of a networked cost data base with secondary levels of data derived from leading cost estimating resource publications combined with current projects. The cost estimating process is interactive with the design and planning process, and constantly links estimated project development costs with allowable budgets.

2. SCHEDULING

PBK has proven methods and systems that are used to maintain and schedule deadlines and to complete necessary tasks on a timely basis. The project will be tracked in conformance with our master schedule format utilized in conjunction with the City's required time frames and our own milestones for task completion. Our project schedule will indicate all major tasks and completion deadlines to provide a continuing critical path tracking throughout all phases of the project. These time frames will be continuously updated. Project review meetings will be conducted every two weeks between the Principal Architect, appropriate PBK team members, and the project team in order to schedule upcoming work activities based upon the status of the design, progress of work completed, and specific need for input and guidance.

3. PROJECT CONSTRUCTIBILITY

PBK schedules ongoing constructibility reviews between all consultant disciplines and Project Team members throughout all project phases. These activities consist of review, coordination, oversight, and administrative functions including the following:

- Continuing consultation in development of the Project.
- Preparation of constructibility review checklists.
- Project-related research to confirm industry standards.
- Conduct routinely scheduled workshops.
- Preparation and tracking of project communications.
- Publication of progress reports, and project status.
- Direction of the work by skilled in-house personnel.
- Coordination between all disciplines for the Project.
- Use of Quality Control Document Checklist.*

* Developed by PBK, the quality control document checklist is designed to help assure that all aspects of the project have been reviewed and incorporated into the contract documents. Completion of the checklist is required of our project manager as well as all major subconsultants. Along with our extensive experience, the checklist has been instrumental in reducing the amount of changes required during construction. An excerpt from the checklist is included on the following page.

PBK

CONTRACT DOCUMENT REVIEW

PROJECT:

PROJECT NUMBER:

PRINCIPAL:

PROJECT MANAGER:

REVIEWED BY:

DATE:

The following review list is for our office use and that of our consultants only. Each applicable item on this review list shall be initialed by those responsible for the project after the item has been completed. Once all items on this list have been completed, please return the initialed review list back to the Quality Assurance Coordinator performing the review. Items marked as N/A do not apply. This document will be returned to the project file as evidence of review and completion.

CODE REVIEW

General Requirements

INITIALS		TASK DESCRIPTION	COMMENTS
_____	1.	Show on a plan the entire building(s) complete with area justification, occupancy group(s), occupancy load, number of stories, exiting requirements, type of construction, and any fire rated area or occupancy separations (202, 503, 506, 508).	
_____	2.	This project is of type _____ construction. Demonstrate on the documents the required _____ roof construction, _____ exterior wall construction, _____ structural frame protection, _____shaft enclosure, _____ floor/ceiling construction and _____ roof/ceiling construction (Table 601, 602, 704, 705, 713, Table 721.1(1), 721.1(2), 721.1(3).	
_____	3.	Identify on the plan(s) and provide detail(s) of firewalls (area separation wall(s)) and how they terminate at the roof/exterior wall/overhangs/lower roof. Horizontal separations are not permitted except as allowed by Section 706.5.	
_____	4.	Identify on the plan(s) and provide detail(s) of fire barrier (occupancy separation walls) and how they terminate at the roof/exterior wall/overhangs/lower roof between the _____ occupancy and the _____ occupancy (Table 508.4, 707.3.10).	
_____	5.	Identify on the schedule(s), provide details for and show the required _____ door rating for firewalls (area separation walls), _____ door rating for fire barriers (occupancy separation walls) (Table 716.5).	

F. SCOPE OF WORK

The following is a list of the basic activities and services anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

1. SCHEMATIC DESIGN PHASE

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

a. Master Site Plan
A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

b. Preliminary Landscape Plan
A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant, low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

c. Preliminary Floor Plans
A preliminary floor plan of each level for every structure proposed shall be prepared.

d. Exterior Elevations
Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

e. Schematic Design Opinion of Cost
A preliminary opinion of construction costs shall be prepared and included with the summary report.

f. Project Schedule
A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

2. DESIGN DEVELOPMENT PHASE

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

a. Design Development Plans
Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, and landscape design features.

b. Outline Specifications
Outline specifications shall be prepared in order to identify and define the materials and system components selected for the project. Outline specifications shall be prepared in summary outline form based on CSI format.

c. Basis of Design
A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

d. Building Code Analysis
Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/ number of exits required.

e. Design Development Opinion of Cost
An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as established by the design development documents.

f. Project Schedule
An updated project schedule shall be prepared and submitted.



3. CONSTRUCTION DOCUMENT PHASE

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

1) Architectural
2) Civil Engineering
3) Structural Engineering
4) Mechanical Engineering
5) Electrical Engineering
6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:

a. Construction Drawings
Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

b. Project Manual
A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction

trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.

c. Final Design Calculations
Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

d. Opinion of Cost
A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

e. Final Plan Check
All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

4. BIDDING PHASE

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining competitive bids for the proposed project. Notices Inviting Bids shall be distributed to local construction plan rooms. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, requests for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

a. Bidding Procedures and Administration
The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

b. Evaluation of Bid Proposals
Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

c. Notice to Award Construction Contract
Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.



5. CONSTRUCTION ADMINISTRATION PHASE

The Architect shall conduct job site meetings at two week intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. At every job site meeting, minutes shall be prepared, published and distributed by the Architect to all parties concerned, specifically noting current action items and related responsibilities. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

a. Preconstruction Conference
A preconstruction conference shall be organized and conducted by the Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the Fire Department, the Architect, the Contractor, and all major subcontractors.

b. Job Site Meetings
Job site meetings at two week intervals shall be scheduled and conducted by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. The Architect shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

c. Submittal and Shop Drawing Review
The Architect shall review all required shop drawings and related submittals as required by the contract documents.

d. Project Closeout
At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

e. Record Documents
A set of final record documents will be created from the Contractor's as-built drawings.

G. SITE SPECIFIC SERVICES

The following items are not typically found in the basic scope of architectural services. Based on the specifics of your site and our experience with projects of this type, we believe the following additional services will also be required:

a. Topographical Survey
A complete Topographical and Boundary Survey shall be furnished by the Design Team.

b. Geotechnical Investigation
A Geotechnical Investigation shall be furnished by the design team.

c. Water Quality Management Plan
Prepare Water Quality Management Plan (WQMP) report and plans addressing how to treat the post-construction stormwater runoff per City and County standard requirements.

d. Hydromodification Study
Hydromodification study with hydrology and storm drain pipe hydraulic calculations report to address that the property is in a hydromodification area.

e. SWPPP
Storm Water Pollution Prevention Plan shall be prepared for the project site.


DO NOT
ENTER



FIRE STATION 15
LOS ANGELES, CA

Project Team

A. PBK TEAM

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of public safety facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

KELLEY NEEDHAM, Principal-In-Charge
Mr. Needham is a Managing Partner of the firm and will serve as the Project Architect for all phases of the project. Mr. Needham will be the main project contact and shall provide the special expertise related to Fire Station design. Mr. Needham will be working closely with the City and Fire Department staff, as well as coordinating the efforts required of our in-house and consulting team.

JAIME MORENO, Senior Project Manager
Mr. Moreno will serve as Project Manager and will be primarily responsible for the layout and design of the project. Mr. Moreno will also be responsible to ensure all programatic and code requirements are met. During the design phase, Mr. Moreno will be responsible for producing design presentations and other visual communication materials. Mr. Moreno will coordinate the preparation of the final construction documents and provide administrative support throughout the entire construction process.

FRANK CUOMO, Quality/Cost Assurance
Mr. Cuomo will serve as our Quality Assurance/Cost Coordinator. Mr. Cuomo oversees the entire office's work in the areas of specifications, cost and quality control. He stays abreast of all recent governmental changes and product updates. Most importantly he updates PBK's Contract Document Checklist. This comprehensive document is used by the design team and our consultants to ensure a thorough review of your project prior to the start of construction.





Kelley Needham

Architect, Principal

Mr. Needham joined PBK in April 1986. He has brought to the firm a wide variety of experience and expertise in project design and construction document preparation. His architectural education was taught with a strong emphasis on human needs and how to integrate them into the built environment. This emphasis was combined with a methodical and logical design process geared toward the achievement of appropriate design solutions. He has experience in a wide variety of project types but has specialized in the design of both public and essential service facilities.

EDUCATION

California Polytechnic University, Pomona
Bachelor of Architecture, 1985

REGISTRATION

Architect, California - 19064

PROFESSIONAL AFFILIATIONS

Los Angeles Chapter
American Institute of Architects (AIA)

FIRE STATIONS

- Fontana Fire Station 81
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- Carlsbad Fire Station 3
- Los Angeles Fire Station 7
- Los Angeles Fire Station 39
- San Diego Fire Station 45
- Bonsall Fire Station 5
- Ontario Fire Station 9
- Vernon Fire Station 4
- Fontana Fire Station 71
- Rialto Fire Station 2
- Scottsdale Fire Station 1
- Scottsdale Fire Station 8
- Stanton Fire Station 46
- Chino Fire Station 1
- Fremont Fire Station 11
- Simi Valley Fire Station 47
- Cypress Fire Station 17
- Chino Fire Station 7
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Escondido Fire and Police
- Indio Fire Station 5
- Culver City Fire Station 3
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Lake Forest Fire Station 19
- Fremont Fire Station 8
- Chino Fire Station 3
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Rancho Cucamonga FS 173
- San Bernardino Fire Station 232
- Norco Fire Station 22
- Corona Fire Station 7
- Santa Monica Fire Station 2
- La Quinta Fire Station 93
- Rancho Cucamonga Fire Station 176

CIVIC CENTERS

- Eastvale City Hall
- Yucaipa Civic Center
- Avalon CIty Hall
- Walnut City Hall
- Clovis Civic Center
- Citrus Heights City Hall



Jaime Moreno

Associate I, Senior Project Manager

Mr. Moreno joined PBK in 2020. In his role as a Project Manager, Mr. Moreno is reponsible for the complete delivery of the project from concept through occupancy. PBK's Project Managers are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineers. The Project Manager reports directly to the Principal-in-Charge and works in close coordination with the Design Team members on a daily basis. Mr. Moreno is also responsible for overseeing and updating the Project Budget, Schedule, and Scope.

FIRE STATIONS

- Monterey Park Fire Station 62
- Newport Beach Fire Station 2
- Fontana Fire Station 81
- Fontana Fire Station 80
- Redlands Fire Station 262
- Ontario Fire Station 11
- Vista Fire Station 3
- Manhattan Beach Fire Station 2
- Orange Fire Station 1
- Valley Center Fire Station 3

PUBLIC SAFETY

- Orange Police Department Lobby
- Newport Beach Police Station
- Placentia Public Safety Center

TRAINING FACILITIES

- Fontana Training Center
- San Marcos Training Center
- Costa Mesa Training Center

REFERENCES

Mr. Robert Eisenbeisz, Project Manager
Interwest Group
(909) 496-8171
reisenbeisz@interwestgrp.com

Mr. Reggie Brown, Battalion Chief
Redlands Fire Department
(909) 798-7600
rbrown@confire.org

Ms. Kimberly Young, Senior Civil Engineer
City of Fontana
(909) 350-7600
kyoung@fontana.org

EDUCATION

California State Polytechnic University, Pomona
Bachelor of Architecture, 2012

PROFESSIONAL AFFILIATIONS

National Council of Architectural Registration Boards
Inland Chapter, American Institute of Architects (AIA)



Frank Cuomo

Associate Principal, Qual. Assurance/Cost Coordinator

Mr. Cuomo has been with the firm since 1985 and as Quality Assurance/Cost Coordinator is not assigned to just one studio team. Instead, Mr. Cuomo acts as a resource to the entire office, answering technical questions, developing PBK's specification system, and overseeing all product literature.

Mr. Cuomo is responsible for PBK's Contract Document Checklist. Each project team and their consulting engineers must complete this thorough checklist before a PBK project is deemed "ready for bid."

PUBLIC SAFETY

- Ontario Fire Station 1
- Placentia Public Safety Center
- Santa Clarita Sheriff's Facility
- San Diego CHP Facility
- City of Commerce EOC
- Montclair Police Facility
- Escondido Police and Fire Facility
- Turlock Public Safety Facility
- Yucaipa Sheriff Facility
- Cathedral City Fire Station 411
- Gilroy Police Facility
- Clovis Police and Fire Facility
- San Marcos Training Facility
- San Marcos Sheriff's Facility

MUNICIPAL FACILITIES

- Montclair Youth and Teen Center
- Yucaipa Community Center
- Gilroy Civic Center
- Woodbridge Community Park
- Corona Community Center
- Yucaipa Civic Center
- City of Clovis Civic Center

REFERENCES

Ms. Shelley Whitaker, Program Manager
Department of General Services
(916) 376-1674
shelley.whitaker@dgs.ca.gov

Ms. Joyce Masterson, Asst. City Manager (R)
City of Escondido
(760) 715-8407
masterson4@cox.net

Mr. Nathan Complin, Project Executive
Erickson-Hall Construction Company
(760) 801-4284
ncomplin@ericksonhall.com

EDUCATION

University of Illinois, Champaign
School of Architecture, 1983

REGISTRATION

Architect, California - 27449

PROFESSIONAL AFFILIATIONS

Inland Chapter
American Institute of Architects (AIA)

B. CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

civTEC
999 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
(949) 463-8822

civTEC was founded with the singular goal of providing comprehensive civil engineering consulting services. Their team has over 25 years of experience in providing civil engineering for land development projects. Their knowledge of current technology and code requirements allows them to provide their clients the best engineered solutions. **Civtec has been working with our firm since 2003.**

STRUCTURAL ENGINEERING

Miyamoto
1047 West Sixth Street, Suite A
Ontario, CA 91762
(909) 983-5599

R.M. Byrd and Associates, Inc. was founded in 1992 on fundamental principles designed to provide quality consulting engineering services. In 2022, R.M. Byrd and Associates officially joined Miyamoto International. The merger will use the strengths of both companies to deliver greater value and level of service to their clients. **Rick Byrd, Principal of Miyamoto, has been working with our firm since 1986.**

MECHANICAL ENGINEERING

Pocock Design Solutions
14451 Chambers Road #210
Tustin, CA 92780
(949) 417-3903

Pocock Design Solutions is a full-service mechanical and plumbing engineering firm that has a diverse portfolio of projects that are varied in size and complexity. Their work includes public safety, colleges, universities, schools, laboratories, hospitals, municipal, commercial developments, retail, and entertainment venues. **Tim Pocock, President of Pocock Design Solutions, has been working with our firm since 1986.**

ELECTRICAL ENGINEERING

A&F Engineering Group
9320 Baseline Road, Suite C
Alta Loma, CA 91701
(909) 941-3008

A&F Engineering Group is an electrical engineering firm specializing in power distribution, lighting, fire alarm systems, security, communications systems, controls and emergency power systems. Their experience includes public safety facilities, dispatch centers, emergency operations centers, and educational facilities. **A&F Engineering Group has been working with our firm since 2001.**

LANDSCAPE ARCHITECTURE

Cornerstone Studios
106 West 4th Street
Santa Ana, CA 92701
(714) 973-2200

Cornerstone Studios is a professional landscape architecture firm that offers a full range of services from site planning through construction documentation and observation. Their work includes park, transportation, civic, environmental, commercial, housing, and education projects. **Cornerstone Studios has been working with our firm since 2001.**

GEOTECHNICAL

Leighton
2600 Michelson Drive, Suite 400
Irvine, CA 92612
(949) 250-1421

Leighton Consulting, Inc. has provided innovative design solutions and field support for construction projects for more than six decades. Specializing in geotechnical, environmental, materials testing, and inspection, their several hundred employees are strategically located throughout Southern California. **Leighton has been working with our firm since 1989.**



FIRE STATION 62
MONTERREY PARK, CA



Thomas Edward Carcelli

Principal, civTEC

Mr. Carcelli has over 25 years of experience in the civil engineering field with a particular emphasis on parks and recreation, commercial/industrial, education, and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping, and street design.

EDUCATION

California State Polytechnic University, Pomona
Master of Architecture
University of California, Irvine
Bachelor of Science in Civil Engineering

REGISTRATIONS

Licensed Prof. Engineer - CA RCE #81640
Qual. SWPPP Developer (QSD) - C-81640

PROFESSIONAL AFFILIATIONS

ASCE - Member

FIRE STATIONS

- Chino Valley Fire Station 8
- Costa Mesa Fire Station 2
- Costa Mesa Training Center
- Vista Fire Station 3
- Ontario Fire Station 11
- North County Fire Station 3
- Huntington Beach Explorer Training Center
- Ontario Public Safety Center
- Laguna Beach Fire Station 4
- Corona Fire Station 2



Richard M. Byrd

Principal, Miyamoto

As Principal Miyamoto, Mr. Byrd has dedicated his career to the implementation of the fundamental principles of Structural Engineering. With his Architectural Engineering education background and an appreciation for Architecture, he has a respect and understanding of the needs of the firm's clients. Whether working with Architects, Developers, Building Owners, Contractors, or Public Agencies, the process begins with needs assessment, performance criteria evaluation, and cost considerations.

EDUCATION

California Polytechnic State University
San Luis Obispo
Bachelor of Science, Architectural Engineering, 1984

REGISTRATIONS

CA Civil Engineer No. CE41857
CA Structural Engineer No. SE3350

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of CA
Consulting Engineers Association of CA

FIRE STATIONS

- Ontario Fire Station 1
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Manhattan Beach Fire Station 2
- Costa Mesa Fire Station 1
- Carlsbad Fire Station 6
- Escondido Police and Fire Facility
- San Marcos Fire Station 4
- Rancho Santa Fe Fire Station
- Indio Fire Station 5
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- San Marcos Fire Station 2
- Chino Fire Station 3
- Santa Monica Fire Station 2
- San Marcos Fire Station 1



Tim Pocock

Principal, Pocock Design Solutions

Mr. Pocock has over 30 years of experience in the design of a wide variety of project types including educational, institutional, industrial, municipal, parking structures, and healthcare facilities. With a construction oriented background, Mr. Pocock is well versed in all aspects of project delivery. Mr. Pocock will be involved with all aspects of the project, from the schematic design phase through construction phase and closeout.

EDUCATION

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design

REGISTRATIONS

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design Certification

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
Nat. Fire Protection Association (NFPA)

FIRE STATIONS

- Ontario Fire Station 1
- Ontario Fire Station 9
- Manhattan Beach Fire Station 2
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Anaheim Fire Station No. 11
- Atwater Fire Station No. 2
- Bonsall Fire Station No. 5
- Carlsbad Fire Station No. 6
- Chino Fire Station No. 1
- Carlsbad Fire Station 3
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Chino Fire Station No. 7
- Chino Valley Fire Station No. 3
- Chula Vista Fire Station No. 2
- Chula Vista Fire Station No. 4



Rolando E. Sotelo

Principal, A&F Engineering Group

As a Principal of the firm, Mr. Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. ventures. Mr. Sotelo has over twenty years of experience and has completed projects throughout Southern California. His expertise has been an integral part of large and small projects that include civic centers, educational facilities, medical centers, office buildings, commercial centers, and industrial plants.

EDUCATION

B.S., Electrical Engineering,
California State University, Long Beach

REGISTRATIONS

California License E17229
Arizona License E48795

PROFESSIONAL AFFILIATIONS

Nat. Society of Prof. Engineers (NSPE)
CA Society of Prof. Engineers (CSPE)
Institute of Electrical and Electronic
Engineers (IEEE)

FIRE STATIONS

- Ontario Fire Station 1
- Ontario Fire Station 9
- Manhattan Beach Fire Station 2
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Anaheim Fire Station 5
- Newport Beach Fire Station 5
- Monterey Park Fire Station 62
- Monterey Park Fire Station 61
- Fontana Fire Station 73
- Fontana Fire Station 71
- Carlsbad Fire Station 3
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Bonsall Fire Station 5
- Ontario Fire Station 4
- Yucaipa Fire Station 3
- Culver City Fire Station 3
- San Jose Fire Station 2



Don Wilson

Principal, Cornerstone Studios

Mr. Wilson is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 40 years' experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design, and construction observation. He has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all, and re-use of sites and materials.

EDUCATION

University of California, Berkeley, CA
Bachelor of Landscape Architecture

REGISTRATION/CERTIFICATIONS

Licensed Landscape Architect #1746
Disadvantaged Business Enterprise
Minority Business Enterprise
Women Business Enterprise

PROFESSIONAL AFFILIATIONS

CLARB Registration
Amer. Society of Landscape Arch. (ASLA)

EXPERIENCE

- Costa Mesa Training Center
- Fontana Training Center
- LA Emergency Operations Center
- Santa Clarita Sheriff's Facility
- San Diego CHP Headquarters
- Ontario Fire Station 1
- Fountain Valley Fire Station 1
- Palm Desert Fire Station 102
- Orange Fire Station 2
- Los Angeles Fire Station 4
- Anaheim Fire Station 5
- Escondido Fire Station 5
- Irvine Fire Station 6
- Ontario Fire Station 6



Jason D. Hertzberg

Principal Engineer, Leighton Consulting

Mr. Hertzberg has 18 years of experience in various areas of roadway, transportation, public works, water, wastewater, and residential developments throughout Southern California. He has performed geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, and report preparation for various types of civil facilities. Mr. Hertzberg's areas of expertise include seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering.

EDUCATION

M.S., Civil Engineering, specialization in Geotechnical Engineering
California State University, Long Beach
B.S., Civil Engineering
Cal State Polytechnic University, Pomona

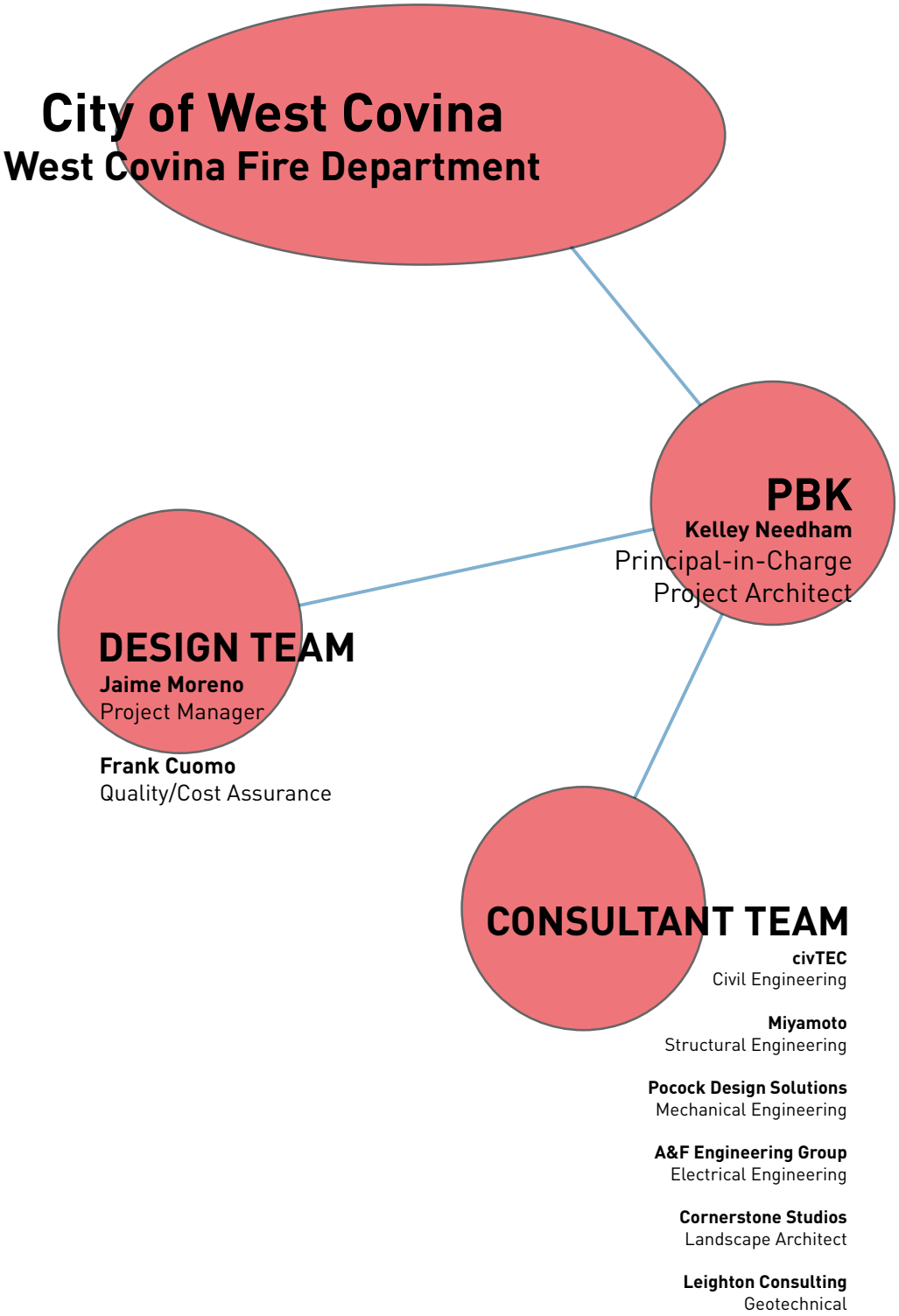
REGISTRATIONS

CA Geotechnical Engineer – 2711
CA Registered Civil Engineer – 61778

FIRE STATIONS

- Newport Beach Fire Station 5
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Rancho Cucamonga FS 172
- Chino Fire Station 63
- Fontana Fire Station 71
- Temescal Public Safety Facility
- Carlsbad Fire Station 6
- Verdemont Fire Station
- Ontario Fire Station 9
- Orange Fire Station 2
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62

C. ORGANIZATION CHART



Qualifications

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA

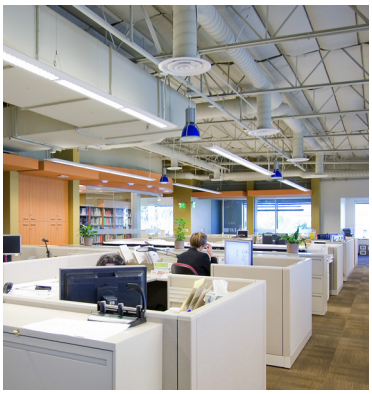


A. INTRODUCTION

For more than four decades, PBK has served as an award-winning pioneer for architectural and engineering design solutions for clients in public safety, education, healthcare, sports, and corporate business. The firm embraces a unique business culture that prioritizes customer service and approaches each project without preconceived notions in order to deliver custom solutions that effectively address the unique needs of each client. Since we completed our first public facility over 40 years ago, we have strived to become experts in the areas of fire, police, municipal, and community facilities throughout California. We have designed hundreds of public facilities, each of which is specifically tailored to the unique requirements of the communities they serve. As department needs have changed, so has PBK. We have expanded our expertise to include drill towers and training facilities, vehicle maintenance, dispatch centers, and emergency operations centers. PBK is proud to be considered one of the leaders in the design of municipal and civic facilities.

B. BETTER TOGETHER

In October 2020, PBK Architects merged with WLC Architects. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 26 offices nationwide and over 850 design professionals, PBK is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.







RANCHO CUCAMONGA
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

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360 E 2nd Street, Suite 705
Los Angeles, CA 90012
323.800.3330

SAN LUIS OBISPO
1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

FOLSOM
1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

BERKELEY
2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

ANAHEIM
2400 East Katella Ave, Suite 950
Anaheim, CA 92806
949.548.5000

SAN DIEGO
12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

FRESNO
7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

BAKERSFIELD
4900 California Ave, Suite 130-A
Bakersfield, CA 93309
661.509.2099

PRESENT FIRM SIZE | 852 PERSONNEL

POSITION	FIRM WIDE	CALIFORNIA
Architects	435	178
Engineers	136	41
Landscape	9	3
Roofing/Facilities	27	10
Designers	38	5
Construction Administration	31	3
Corporate/Business/IT	80	25
Administrative	50	18
Intern	46	5
TOTAL	**852**	**288**

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

CURRENT WORKLOAD

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in our office in Rancho Cucamonga.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301
Mr. Scott Maxwell, Swenson Corporation. 909.989.5867
Ms. Donna Melton, AG Risk Management Services. 281.760.2977

INSURANCE

A general liability insurance policy with a minimum coverage limit of $2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of $2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.

C. RELEVANT EXPERIENCE

With over 40 years of experience, PBK is a leader in the field of essential service facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society.

FIRE STATIONS

- Manhattan Beach Fire Station 2
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- San Diego Fire Station 45
- Ontario Fire Station 9
- Vernon Fire Station 4
- Tustin Fire Station 37
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- Carlsbad Fire Station 3
- Bonsall Fire Station 5
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Simi Valley Fire Station 47
- Fontana Fire Station 71
- Rialto Fire Station 202
- Cypress Fire Station 17
- Chino Fire Station 1
- Chino Fire Station 7
- Scottsdale Fire Station 8
- San Mateo Fire Station 23
- Stanton Fire Station 46
- Scottsdale Fire Station 1
- LAX - ARFF Station 80
- San Jose Fire Station 2
- Fremont Fire Station 11
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Culver City Fire Station 3
- Los Angeles Fire Station 81
- Thousand Palms Fire Station 35
- Indio Fire Station 5
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Anaheim Fire Station 11
- Lake Forest Fire Station 19
- American Canyon Fire & Police
- Atwater Fire Station 2/Police
- Fremont Fire Station 8
- Chino Fire Station 3
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Merced Fire Station 55
- Rancho Cucamonga Fire Station 173
- San Bernardino Fire Station 232
- Norco Fire Station 47
- Gilroy Fire Station 3
- La Quinta Fire Station 93
- Avalon Fire Station 1
- Rancho Cucamonga Fire Station 6
- Corona Fire Station 7
- Clovis Police and Fire Facility
- Santa Monica Fire Station 2
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 2
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Arcadia Fire Station 2
- Fontana Fire Station 77
- Culver City Headquarters Fire Station 1
- Fontana Fire Station 74

ARFF STATIONS

- Los Angeles International Airport, ARFF Station 80
- John Wayne Airport, ARFF Station 33
- Portland International Airport, ARFF Station 89

TRAINING FACILITIES

- Ontario Training Center
- Culver City Training Center
- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Services Training Facility

REMODELS

- Newport Beach Fire Station 3
- Chino Valley District Headquarters
- Chino Fire Station 6
- Oceanside Police Evidence Facility
- Orange Fire Station 2
- Newport Beach Police Facility
- Monterey Park Fire Station 61
- Pasadena Fire Station 39
- Pasadena Fire Station 32
- North Net Fire Training Center
- Anaheim Fire Station 8

CIVIC CENTERS

- Yucaipa Civic Center
- Avalon Civic Center
- Walnut City Hall
- American Canyon City Hall
- Big Bear Lake Civic Center
- Grand Terrace Civic Center
- Banning Civic Center
- Citrus Heights City Hall
- City of Gilroy Civic Center
- City of Clovis Civic Center
- Laguna Woods City Hall Renovation
- Escondido City Hall Renovation

D. SUSTAINABLE DESIGN

PBK is a member of the United States Green Building Council (USGBC), and has participated with the USGBC's Leadership in Energy and Environmental Design (LEED) program on a variety of projects. Twenty-two members of the firm are LEED Certified Green Building Professionals.

PROJECT NAME	LEED LEVEL
Costa Mesa Fire Station 1	Gold
American Honda Distribution Center	Gold
Glendale Pacific Park Aquatic Center	Gold
Glendale Water & Power Stores Building	Silver
Glendale Water & Power Training Building	Silver
Haskett Public Library	Certified
Laney College Student Center	Gold
Pocket Greenhaven Library	Silver
Merritt College Allied Health Center	Gold
PBK Rancho Office	Gold
PBK Berkeley Office	Silver
Los Angeles Fire Station No. 7	Silver
Los Angeles Fire Station No. 39	Silver
Cathedral City Fire Station 411	Silver
Chino Fire Station 1	Silver
Chino Training Center	Silver
Chino Fire Station 7	Silver
CSU San Marcos Public Safety Building	Gold
Fremont Fire Station 2	Silver
Fremont Fire Station 6	Certified
Fremont Fire Station 11	Gold
LAX ARFF Station 80	Gold
Napa County Sheriff	Gold
San Diego Fire Station 45	Silver
San Marcos Fire Station 4	Gold
San Mateo Fire Station 23	Silver
Scottsdale Fire Station 1	Platinum
Scottsdale Fire Station 8	Platinum
Tustin Fire Station 37	Certified
Valley Recruit Training and Fire Station 81	Silver

E. RECENT PROJECTS

The following pages provide some additional information on specific projects in progress or recently completed by our firm:

FIRE STATION 2
Newport Beach, CA









Project Cost:
$6,289,000

Square Footage:
12,000

Completion Date:
August 2022

Contact:
Mr. Peter Tauscher
Project Engineer
City of Newport Beach
(949) 644-3316
ptauscher@newportbeachca.gov

Fire Station 2 is a new 12,000 sf Fire Station built by the City of Newport Beach. The 0.4 acre site is located on the Balboa Peninsula in a mixed use area of the City.

The Station is designed to accommodate 10 fire fighters in an individual dormitory setting. Other station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. Secured fire fighter parking is included on site. The project also includes a small, stand-alone restroom building dedicated for public use.

Designed with a definitive coastal appearance, the station's architecture celebrates Newport Beach's Cape Cod aesthetic. Materials include simulated wood siding, asphalt shingles, and a variety of trellis and railing elements. A lighthouse element incorporated at the building entry completes the overall design.

FIRE STATION 1
Orange, CA









Project Cost:
$17,500,000

Square Footage:
28,300

Completion Date:
March 2022

Contact:
Mr. Matt Nelson
Administrative Captain
City of Orange
(714) 288-2506
mnelson@cityoforange.org

Fire Station 1 is a new two-story 28,300 sf facility built by the City of Orange. The project is designed to include both Fire Station 1 and the Department Headquarters for the City of Orange Fire Department.

The Station is designed to accommodate 12 fire fighters in an individual dormitory setting. Other station features include a 4-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, display area, training classroom, and the various support spaces required for a facility of this type. The project also includes the remodel of an adjacent premanufactured building scheduled to be used for the storage of reserve apparatus.

Site features include visitor parking, secured fire fighter parking, and an above ground fuel station. An adjacent site provides additional parking for administrative staff. The station includes an extensive photovoltaic system on both the building and parking area.

FIRE STATION 9
Ontario, CA









Project Cost:
$7,894,760

Square Footage:
10,476

Completion Date:
January 2022

Contact:
Mr. Raymond Gayk
Fire Chief
Ontario Fire Department
(951) 741-2869
rgayk@ci.ontario.ca.us

Fire Station 9 is a new 10,476 sf fire station built by the City of Ontario. The 1.2 acre site is located in a new residential development in the southern portion of the city.

The Station is designed to accommodate 10 fire fighters in an individual dormitory setting. Other station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, training classroom, and the various support spaces required for a facility of this type. Site features include visitor parking, secured fire fighter parking, hose tower, and an above grade fuel island.

Architecturally, the station is designed to present a more historical appearance. Plaster, brick veneer, and pre-cast concrete elements are combined with traditional turn-of-the-century detailing. Sloped roof forms are used in conjunction with parapet areas designed to screen mechanical equipment.

FIRE STATION 62
Monterey Park, California









Project Cost:
$5,397,101

Square Footage:
6,763

Completion Date:
October 2021

Contact:
Matthew Hallock
Fire Chief
City of Monterey Park
(626) 476-2226
mhallock@montereypark.ca.gov

Fire Station 62 is a new 6,763 sf facility built by the City of Monterey Park. The station has been designed to replace an existing station which was built in 1978. Located on a 0.3 acre site in a largely residential area, the project required the closure of an existing alley as well as the complete reconstruction of an adjacent residence.

The three-story Station is designed to accommodate 7 fire fighters in an individual dormitory setting. Other station features include a 2-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, turn-out locker room, shop, and the various support spaces required for a facility of this type. A physical training room has also been included and is located in a small, stand-alone residence that was completely reconstructed. The residence also served as a temporary station during the second phase of the station construction.

Architecturally, the station utilizes the typical forms and materials of the residential neighborhood. Exterior plaster and siding are used in various combinations to help reduce the overall building mass.

FIRE STATION 5
Escondido, California









Project Cost:
$6,649,446

Square Footage:
8,313

Completion Date:
October 2020

Contact:
Mr. Nathan Complin
Project Executive
Erickson-Hall Construction Company
(760) 806-4284
ncomplin@ericksonhall.com

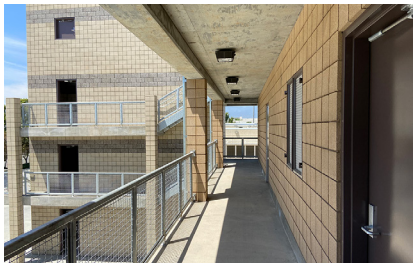
Fire Station 5 is a new 8,313 sf facility built for the Rancho Santa Fe Fire Protection District. Located in the Harmony Grove Village, the station is intended to be an integral part of the new master planned community.

The single story station is designed to accommodate 5 fire fighters in an individual dorm setting. Other station features include a 3-bay apparatus room, administrative offices, kitchen, dining room, exercise room, and the various support spaces required for a facility of this type. The station also features a large meeting room for use in training or community events. Site features include secured fire fighter parking, on-site fueling, emergency generator, hose drying rack, and artificial turf.

The station was designed to reflect the rural aesthetic adopted by the Harmony Grove Residential Development. Plaster and cementitious wood siding are used in varying amounts to help distribute the overall building massing.

FIRE AND POLICE TRAINING CENTER
Ontario, CA









Project Cost:
$8,519,610

Square Footage:
Classroom Building - 3,388
Fire Training Tower - 14,475
Burn Building - 2,372

Completion Date:
June 2020

Contact:
Mr. Mike Pelletier
Deputy Chief (R)
Ontario Fire Department
(909) 229-3333
leykers@msn.com

The new fire and police training center is located on a 4.5 acre site directly adjacent to Fire Station 3 in the City of Ontario. The project includes a new burn building along with an expansive training complex. The facility includes both five-story and six-story training towers. The classroom building includes administrative offices, restrooms, break area and multiple classrooms. The classrooms include both tiered and flat-floor layouts for maximum flexibility.

Site features include a new concrete perimeter road, training grounds, above grade vent props, pump test pit, utility props, and an extensive confined space prop. Additional parking was also provided over the entire site.

Located in a largely industrial area, the project uses various colors and textures of concrete masonry to help blend with the community and give the buildings a sense of scale. Residential, commercial, and industrial forms provide for a wide variety of training scenarios.

FIRE STATION 39
Van Nuys, CA







Project Cost:
$14,500,000

Square Footage:
18,500

Completion Date:
November 2019

Contact:
Mr. Curt Klafta
Battalion Chief (R)
Los Angeles Fire Department
(805) 300-3256
cmklafta@verizon.net

Fire Station 39 is a new 18,500 sf facility built by the City of Los Angeles. The new station was designed to replace the existing facility which was originally built in 1919 and rebuilt in 1939. It was the oldest active station in the city. The 1.2 acre site is located in a predominantly commercial area of the city.

The two-story Station is designed to accommodate 20 fire fighters in a number of group dormitories. Other station features include a 4-bay heavy apparatus room, a 3-bay light apparatus room, administrative offices, kitchen, dining room, physical training room and racquetball court. Site features include secured fire fighter parking, hose tower, and emergency generator.

The station was designed to reflect the Art Deco style of the original facility. Plaster, glass unit masonry, and pre-cast concrete are combined with detailing typical of the period. The project received a LEED Silver certification in keeping with the sustainable goals of the City of Los Angeles.

FIRE STATION 5/LIBRARY
Newport Beach, CA







Project Cost:
$6,389,186

Square Footage:
10,314

Completion Date:
September 2019

Contact:
Mr. Jim Boland
Captain
Newport Beach Fire Department
(714) 915-4896
jboland@nbfd.net

Faced with the need to replace two aging facilities on adjacent sites, the City of Newport Beach opted to combine two distinct building types into a single facility. Known affectionately as "The Fibrary," the project combines Fire Station 5 and the branch library for Corona Del Mar. Located at the edge of a small scale residential area, both the fire station and library were considered essential by members of the community. Through a series of community workshops and informational presentations, we were able to work through the distinct issues that come with a combined facility of this type.

The fire station features a 2-bay, single-deep apparatus room with drive-through capability and individual dormitories for a crew of six. Other areas include administrative offices, kitchen and dining room, exercise room, and the various support spaces required for a facility of this type.

The library portion of the facility includes areas for children, teens, and adults. Both traditional and casual furniture are combined to create an open flow between the different areas. Other areas include a staff work room, storage, and public restrooms. The work of a local artist, Rex Brandt, was incorporated into selected areas of the interior to further combine the different areas.

FIRE STATION 1
Costa Mesa, CA







Project Cost:
$6,867,000

Square Footage:
11,675

Completion Date:
July 2018

Contact:
Tim Vasin
Battalion Chief
Costa Mesa Fire Department
(714) 754-5106
timothy.vasin@costamesaca.gov

Fire Station 1 is a new 11,675 sf facility designed to replace the original station which was built in 1961. The 1.0 acre site is located on the northwest corner of Adams Avenue and Royal Palm Drive. The station is located in a largely commercial corridor but is directly south of a residential portion of the City. The station is designed to accommodate ten fire fighters in an individual dormitory setting. Other station features include a three-bay, double-deep apparatus room, administrative office areas, kitchen, dining room, day room, physical training room, mechanic shop, medical supply storage, and the various support spaces required for a facility of this type. Circulation within the station is organized around an open interior courtyard, intended to maximize daylight opportunities for the internal areas of the station.

Site features include visitor parking, secured fire fighter parking, fuel station, emergency generator, hose tower, and an open patio area. The project also includes a small storage building for emergency supplies.

FIRE STATION 29
Dana Point, California







Project Cost:
$3,230,000

Square Footage:
9,012

Completion Date:
January 2007

Contact:
Mr. Chris DeCoursey
Construction Manager (R)
Orange County Fire Authority
(949) 887-9368
chrisdecoursey59@gmail.com

Fire Station 29 is a new 9,012 sf facility built by the City of Dana Point in coordination with the Orange County Fire Authority. The project is located on a 0.3 acre site in a mixed use area of the City.

The two-story Station is designed to accommodate 9 fire fighters in an individual dormitory setting. Other station features include a 2-bay, double-deep apparatus room, command vehicle truck bay, administrative offices, kitchen, dining room, day room, physical training room, shop and the various support spaces required for a facility of this type. A large second floor patio provides views of the Pacific Ocean. Exterior features include secured fire fighter parking and emergency generator.

The Station was designed in a distinct beach style in keeping with the design goals of the City. Finish materials include cementitious siding and standing seam metal roofing. Metal awnings accent selected windows as well as the building entry. Sloped roof forms are used in conjunction with parapet areas designed to screen mechanical equipment.

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8163 Rochester Avenue
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Bakersfield, CA 93309
661.509.2099

LOS ANGELES
360 E 2nd Street, Suite 705
Los Angeles, CA 90012
323.800.3330

PBK

EXHIBIT B

FEE SCHEDULE

DRAFT

April 18, 2024 **VIA: Courier**

Ms. Paulina Morales
Acting City Manager
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

Re: Fee Proposal – West Covina Fire Station 1

Dear Ms. Morales:

On behalf of PBK, we want to express how much we genuinely appreciate the opportunity to submit a fee proposal for Architectural and Engineering Services for the new West Covina Fire Station 1 for the City of West Covina.

PBK proposes to deliver basic comprehensive services to facilitate design through closeout of these projects based on the scope of services as outlined herein. It is truly our intent to become an extension of your staff and create a seamless partnership in facilitating all services as proposed on this important project.

I. SCOPE OF BASIC WORK:

As we understand, the City of West Covina is looking to add a new 9,500 SF Fire Station at a site yet to be determined. The programs for the subject new fire station will be referenced per the original RFP.

II. SCOPE OF SERVICES:

The Services to be performed by PBK will be executed as follows:

- Architectural
- Structural
- Electrical
- Mechanical
- Plumbing
- Landscape
- Civil

III. ASSUMPTIONS & EXCLUSIONS:

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Plan Check/Permit Fees.
2. Professionally Constructed Building Models.
3. Energy Modeling.
4. Conformed Documents.
5. Shoring Design.
6. Arborist/Biologist Reports.
7. Construction Surveying/Staking.
8. Cone Penetration Testing.
9. QSP services during construction.
10. QSD services during construction.
11. Radius maps, mailing lists and public hearing signage.
12. Traffic control plans.
13. County, State, Title Company and Utility purveyor Fees.
14. Soil Management or Agronomy Reports.
15. Services related to an Underground Parking Structure.
16. Boundary survey setting any new, or finding existing, property corner survey monuments.
17. Preparation of a Record of Survey map or corner record as required by the City or County.
18. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles.
19. Our fee assumes that utilities are available at the project site. Plans required to provide adequate utility (including fire lines) or storm drain infrastructure to a point in front of this project site would not be considered within our scope of work.
20. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
21. Traffic Signalization.
22. LEED™ Certification.
23. Grading certifications during construction.
24. Legal descriptions.
25. Separate street lighting plan.

IV. COMPENSATION:

A. **Basic Services Fee:** Compensation for Basic Services on this project shall be based on a Fixed fee with an assumed Construction Budget of $8,500,000.00. The total A/E fee for this project is **Six Hundred Thirty Seven Thousand and Five Hundred Dollars ($637,500)**

PBK

The fee breakdown by Phase shall be as follows:

• Schematic Design	10%	$63,750.00
• Design Development	15%	$95,625.00
• Construction Documents	40%	$255,000.00
• Agency Review and Approval	5%	$31,875.00
• Bidding / Award	5%	$31,875.00
• Construction Admin	25%	$159,375.00
	Total:	**$637,500.00**

B. **Project Specific Fee:** The following items are unique to each project and not typically found in the basic scope of architectural services. Based on our experience and interpretation of the information available, we believe the following services will also be required:

Topographical Surveys	$ 14,000.00
Geotechnical Investigations	16,000.00
Water Quality Management Plan	6,000.00
Hydrology Report	1,000.00
Off-Site Street Improvements	7,000.00
Storm Water Pollution Prevention Plan	3,000.00
Commissioning	20,000.00
Environmental Planning (CEQA)	85,000.00*

* The environmental planning is based on preparation of an initial study and an assumed mitigated negative declaration.

C. Total Fee

The following is the total of all fees along with an allowance for reimbursables:

Basic Architectural Fees	$ 637,500.00
Project Specific Fees	152,000.00
Reimbursable Allowance	10,000.00
Total Fee	**$799,500.00**

V. Schedule / Timeline

As discussed during the interview, project schedule and timeline will be reviewed at a future meeting to the awarded firm once the selection process is completed.

VI. ADDITIONAL SERVICES:

If additional work is required beyond what is noted above, PBK will provide services for these scope of work items under a separate proposal per the attached Hourly Rate Schedule (Attachment 'A'). No additional services will be performed without receiving written permission from the city.

VII. REIMBURSABLE EXPENSES:

Items required or requested by the City, Fire Department, or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.

The City will not incur any cost for travel, travel time, phone calls, faxes or incidental printing or copying.

Our sincere thanks to the City of West Covina for considering our firm for this project. We look forward to the opportunity of working with you and your team. Please do not hesitate to call at any time if you should have any questions or need additional information. You can reach me at (909) 921-5987

Sincerely,

Bruce Ou
Principal in Charge, PBK

cc: *Stephanie Quintero, PBK*

File: 1A

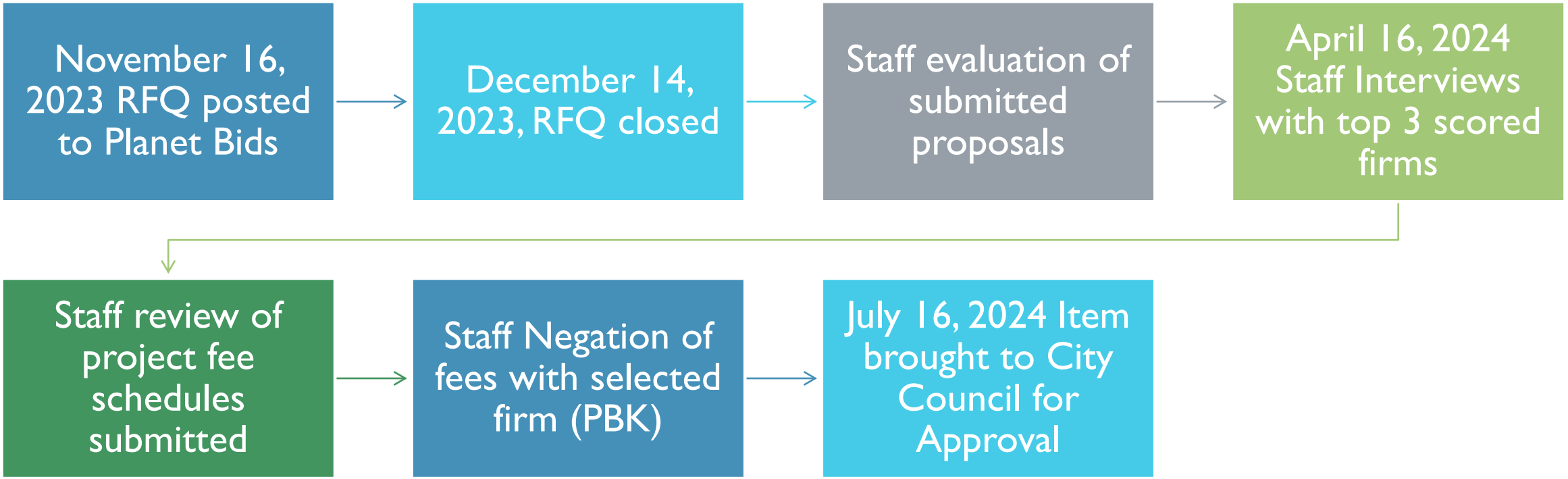
CITY COUNCIL MEETING
SEPTEMBER 17, 2024

CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR FIRE STATION 1 REPLACEMENT - PROJECT NO. 23002

Community Development Department

ATTACHMENT NO. 2

PROJECT TIMELINE



RFQ SUBMITTALS FIRST REVIEW

City received nine (9) proposals from the posted Request for Qualifications (RFQ) from the following firms:

BFK Architects	Holt Architecture	PBK Architect, Inc.	RRM Design Group	Rubio Medina Architect	STK Architecture, Inc.	SCA Architects, Inc.	TSK	Westgroup Designs Inc.

A panel comprised of 3 staff members from the Fire Department, Public Work and Engineering Division independently reviewed and scored all 9 proposals per the scoring rubric identified in the RFQ.

Scores from the 3 reviewers were tabulated and averaged between the 3 reviewers to identify the top 3 scored firms to conduct an in-person interview.

INTERVIEW PROCESS

- April 16, 2024 staff conducted in-person interviews with the top 3 scoring firms which included PBK Architect, Inc., RRM Design Group, and Rubio Medina Architect.
- The interview panel was comprised of the same 3 reviews representing the Fire Department, Public Works, and the Engineering Division.
- Each firm was allotted 1 hour to provide a presentation of their technical expertise and answer 7 preselected questions which covered the following topics.
  - Understanding of Project and Approach
  - Project Management and Collaboration
  - Innovation and Sustainable Design
  - Proposals and Compliance
- Based on the interviews the panel members unanimously selected PBK Architect Inc.

PBK FIRE STATION DESIGNS









THE COST OF EACH PROJECT PERFORMED BY PBK

City	Square Feet	Project Cost	Design Cost	Completion Date
Newport Beach – FS2	12,000	$6,289,000	$639,800	August 2022
Orange – FS1	28,300	$17,500,000	$1,495,000	March 2022
Ontario – FS9	10,476	$7,894,760	$760,000	January 2022
Monterey Park – FS62	6,763	$5,397,101	$422,120	October 2021

PRICE COMPARISON (3 SELECTED DESIGNERS)

Key Differences

- Commissioning – Showing staff how to use and maintain the equipment in the station
- Environmental Planning (CEQA)
- Stormwater Pollution Prevention Plan (SWPPP)

.	Rubio Medina Architect	PBK	RRM
Preliminary Design and Development	$187,869	$159,375	$389,827
Construction Documents	$189,975	$255,000	$334,597
Agency Review and Approval		$31,875	
Permitting			$54,660
City Council Presentation	$3,500		
Bidding and Award Support	$13,400	$31,875	$39,330
Construction Administration	$95,898	$159,375	$245,270
Project Close Out			$36,945
WQMP		$6,000	
Hydrology		$1,000	
Offsite Street Improvements		$7,000	
SWPPP		$3,000	
Commissioning		$20,000	
Reimbursables	$7,500	$10,000	$12,000
TOTAL	**$500,142**	**$684,500**	**$1,117,579**
	OPTIONAL TASKS		
Topographical Survey	$14,000	$14,000	$20,770
Geotechnical Report		$16,000	
Environmental Planning (CEQA)		$85,000	
TOTAL OPTIONAL SERVICES	$14,000	$115,000	$20,770
GRAND TOTAL	**$514,142**	**$799,500**	**$1,138,349**

The estimated construction cost is 16 million

REFERENCES
ARCHITECT: RUBIO MEDINA

- City of Pismo Beach – Police Annex Building
  - Engineering Manager, Eric Eldridge
  - Rubio Medina has been unresponsive causing delays on the project.
  - The General Contractor and their subcontractors have walked off the project causing major delays and a plethora of change orders.
  - Rubio Medina stopped attending meetings, answering phone calls and emails.
  - Eric stated that he'll never work with this firm again.

- City of Manhattan Beach – Fire Station 2
  - Engineer, Jeff
  - Had great things to say about Rubio Medina.
  - Their progress payments, submittals, and RFIs were great, not leading to any confusion.
  - Their response time (turn-around time) took a while. Staff would have to follow up often.

- Newport Beach – Let him go

REFERENCES
ARCHITECT: PBK

- City of Ontario – Fire Station 9
  - Principal Project Manager, Dan Beers
  - Great experience. PBK is also working on another Fire Station and an Administration Building.
  - Their Progress payments, submittals, and RFIs were great, not leading to any confusion.
  - Their response time to emails, calls, etc. were fantastic.
  - They visited the project weekly, and the principal architect would attend each meeting.

- City of Newport Beach – Fire Station 2
  - Senior Civil Engineer, Peter Tauscher
  - Stated that they are one of the better consultants they worked with and continue to work with.
  - Their progress payments, submittals, and RFIs were great, not leading to any confusion.
  - Their response time to emails, calls, etc. was amazing. They never had any issues.
  - They visited the project bi-weekly and were flexible with new meeting requests whether via Zoom or a quick on-site visit.

REFERENCES
ARCHITECT: RRM

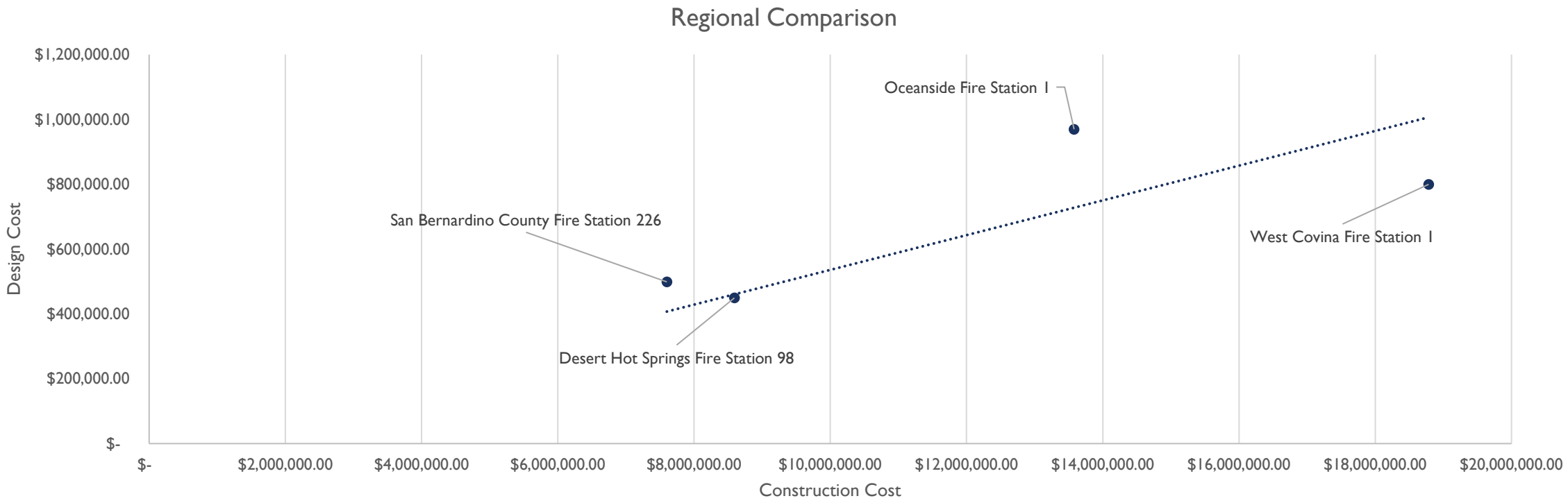
- City of Santa Barbara – Fire Station
  - Engineer, Chris
  - Great experience. RRM is also working on another Fire Station and an Administration Building.
  - Their Progress payments, submittals, and RFIs were great, not leading to any confusion.
  - Their response time to emails, calls, etc. were fantastic.
  - They visited the project weekly, and the principal architect would attend each meeting.
- City of Ventura– Thousand Oaks and Santa Paula Fire Stations
  - Project Manager, Jonathan
  - Stated that he recommends RRM for all projects. They are working with them on future projects.
  - Their progress payments, submittals, and RFIs were great, not leading to any confusion.
  - Their response time to emails, calls, etc. was great. They would reach out to the city for reminders.
  - They visited the project bi-weekly and were flexible with new meeting requests whether via Zoom or a quick on-site visit.

INDUSTRY PRICE COMPARISON

City/Fire Station	Construction Cost	Design Cost	Design % of Construction Costs
West Covina Fire Station 1	$ 18,783,226.00	$ 799,500.00	4%
Desert Hot Springs Fire Station 98	$ 8,592,000.00	$ 449,327.00	5%
San Bernardino County Fire Station 226	$ 7,600,000.00	$ 498,813.00	7%
Oceanside Fire Station 1	$ 13,579,000.00	$ 969,511.00	7%

*** 2 million in the West Covina Fire Station 1 project is allocated towards the traffic signals in the intersection of West Covina Pkwy and W Garvey Ave S. ***

INDUSTRY PRICE COMPARISON



RECOMMENDATION

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

1. Approve a Professional Services Agreement with PBK Architect, Inc. in the amount of $799,500.00 to provide Design Services (DES Phase) for Fire Station 1 Replacement Project; and
2. Approve a project design contingency in the amount of $119,925 to address any unforeseen conditions; and
3. Authorize the City Manager to execute the agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and any future amendments to the agreement.

QUESTIONS?



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF THE FOURTH QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2023-24**

RECOMMENDATION:

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

1. Receive and file the Fourth Quarter Financial Report for Fiscal Year 2023-24; and
2. Adopt the following resolution:

RESOLUTION NO. 2024-61- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FOURTH QUARTER FINANCIAL REPORT)

BACKGROUND:

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. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The City has completed the fourth quarter of Fiscal Year 2023-24. The Quarterly Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2023 through June 30, 2024, 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 Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year. Additionally, a budget amendment (Attachment No. 2) is proposed with the Quarterly Report to adjust revenue and expenditures based on activity to date.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

The original General Fund budget for FY 2023-24 had a net change in fund balance of $176,081. The first quarter budget amendment had a positive net change of $33,796. The second quarter amendment included the use of unassigned fund balance ($2,815,500) and had an overall net change of negative $2,775,472. The third quarter amendment added $661,800 in revenue and $581,240 in expenditures for net change of positive $80,560. The proposed fourth quarter amendment adds $5,750,000 in revenue and $3,342,845 in expenditures to balance General Fund revenue less expenditures to $0.

The proposed amendment includes the following changes to General Fund (Fund 110) appropriations:

General Fund	Original Budget	Current Budget	Requested BA	Amended Budget
Revenue				
Charges for Services	6,328,728	8,027,308	300,000	8,327,308
Cost Recovery	321,100	463,400	550,000	1,013,400
Fines & Forfeitures	970,720	1,105,120	200,000	1,305,120
Interdepartmental Charges	1,196,200	1,196,200		1,196,200
Licenses & Permits	2,885,800	3,091,800		3,091,800
Other Revenues	194,030	194,030		194,030
Other Taxes	9,758,500	9,758,500		9,758,500
Property Tax	32,710,100	33,079,600	1,900,000	34,979,600
Revenue from Other Agencies	3,063,600	3,139,200		3,139,200
Sales Tax	23,026,000	23,750,000	2,400,000	26,150,000
Transfers In	159,762	159,762		159,762
Use of Money & Property	1,313,500	1,863,500	400,000	2,263,500
Revenue Total	**81,928,040**	**85,828,420**	**5,750,000**	**91,578,420**
Expenditures				
Administration	1,569,154	1,602,984	100,000	1,702,984
City Clerk	369,777	376,097		376,097
Community Development	2,832,565	4,130,115	(153,055)	3,977,060
Finance	3,685,801	3,364,806		3,364,806
Fire	20,880,808	21,552,968	842,000	22,394,968
Human Resources	805,967	693,337	50,000	743,337
Police	30,940,622	31,188,922	1,075,000	32,263,922
Public Services	5,467,890	5,524,971	326,000	5,850,971
Transfers Out	15,199,375	19,801,375	1,102,900	20,904,275
Expenditures Total	**81,751,959**	**88,235,575**	**3,342,845**	**91,578,420**
Revenue Less Expenditures	**176,081**	**(2,407,155)**	**2,407,155**	**(0)**

Summary of Budget Changes

BA# 2024-04, Resolution No. 2023-89	(20,000)	
BA# 2024-06, Resolution No. 2023-104	33,796	
BA# 2024-07, Resolution No. 2024-11	-2,775,472	*- Includes use of Unassigned Fund Balance*
BA# 2024-08, Resolution No. 2024-15	97,880	
BA# 2024-12, Resolution No. 2024-35	80,560	
Net of total Amendments	**(2,583,236)**	
Net of Amendments on Original Budget	**(2,407,155)**	*- Current Budget*

Attachments

Attachment No. 1 - Fourth Quarter Financial Report

Attachment No. 2 - Resolution No. 2024-61

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

CITY OF WEST COVINA

FOURTH QUARTER FINANCIAL REPORT

Fiscal Year 2023-24

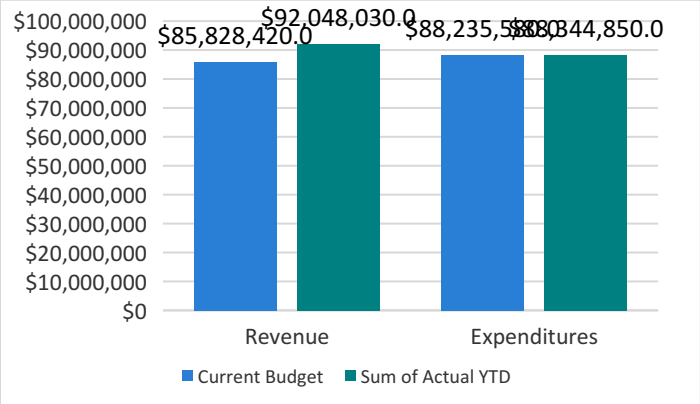
The City has completed the fourth quarter of Fiscal Year (FY) 2023-24. This report summarizes the overall financial performance of the City for the period of July 1, 2023, through June 30, 2024, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue 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 Year-To-Date (YTD) Actual comparisons include adjustments for carryovers and any appropriations made as of June 30, 2024. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2023-24 was $81.9 million in revenue, $81.8 million in expenditures, and a total revenue less expenditures of $176,081. With 99% of the year complete, General Fund revenues are 107% of budget, and expenditures are 100%. Total revenues are over $92 million, and expenditures are currently $88.3 million leaving a total revenue less expenditures of positive $3.7 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 66.5% of the General Fund revenues combined.

Table 1: GF Revenue – Budget vs. YTD Actual

Revenue Source	Current Budget	YTD Actual	%
Property Tax	33,079,600	35,019,081	105.9%
Sales Tax	23,750,000	26,222,939	110.4%
Other Taxes	9,758,500	9,968,341	102.2%
Charges for Services	8,027,308	8,241,836	102.7%
Revenue from Other Agencies	3,139,200	3,128,632	99.7%
Licenses & Permits	3,091,800	2,949,836	95.4%
Use of Money & Property	1,863,500	2,860,500	153.5%
Interdepartmental Charges	1,196,200	1,196,210	100.0%
Fines & Forfeitures	1,105,120	1,077,341	97.5%
Cost Recovery	463,400	1,021,433	220.4%
Other Revenues	194,030	177,321	91.4%
Transfers In	159,762	184,564	115.5%
Grand Total	**85,828,420**	**92,048,034**	**107.2%**

PROPERTY TAX

Included in this line item are Property Taxes, Property Taxes In-Lieu of Vehicle License Fees (VLF), and residual payments from the dissolution of the former redevelopment agency. Overall, Property Tax for FY 2023-24 came in over budget by $1.9 million. Staff has included this in the proposed budget amendment.

SALES TAX

Sales tax for FY 2023-24 came in ten percent, or $2.4 million over budget at $26 million. Staff has included this in the proposed budget amendment.

OTHER TAXES

This category includes Franchise Fees, Business License, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the year $9.9M or 102 percent of the original budget projection has been realized. This is due to a lag in when these revenues are received. Additionally, business license revenue is not evenly disbursed throughout the year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees ended at $8.2 million through June 30, 2024.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue projections were slightly under budget with 95.4% realized ($2.9 million) by the end of the fiscal year.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursements, and the exchange of Proposition A funds, the largest revenue source in this category. Most of this revenue is received once within the fiscal year. Revenue from other Agencies ended about even with budget at 99.7% or $3.1 million.

COST RECOVERY

This category includes mutual aid cost reimbursement for Fire strike team deployments. For the fiscal year, the City has received over $1 million in reimbursements – over $550k over budget. This overage is included in the proposed budget amendment.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are billed monthly and equally distributed.

USE OF MONEY & PROPERTY

This category includes rental and interest income. Interest income has come in over budget but is pending final accounting allocations against other funds so will most likely be reduced.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures was slightly under budget at 97.5% or a little over $1 million.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs, which is made at the end of the fiscal year. This came in over budget by 15% or nearly $25k.

REVENUES PROJECTIONS

Revenue projections are revised with the Quarterly Report based on actuals to date. The total proposed adjustment is an increase of $5.75 in revenue for the General Fund.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection
Property Tax	33,079,600	1,900,000	34,979,600
Sales Tax	23,750,000	2,400,000	26,150,000
Other Taxes	9,758,500		9,758,500
Charges for Services	8,027,308	300,000	8,327,308
Revenue from Other Agencies	3,139,200		3,139,200
Licenses & Permits	3,091,800		3,091,800
Use of Money & Property	1,863,500	400,000	2,263,500
Interdepartmental Charges	1,196,200		1,196,200
Fines & Forfeitures	1,105,120	200,000	1,305,120
Cost Recovery	463,400	550,000	1,013,400
Other Revenues	194,030		194,030
Transfers In	159,762		159,762
Grand Total	**85,828,420**	**5,750,000**	**91,578,420**

GENERAL FUND EXPENDITURES

As of June 30, 2024, with 99% of the year complete, 100% of the General Fund budget was expensed (see Table 3). A few departments ended the year over budget. Police is over budget due to over time, unrealized projected vacancy savings, and vehicle repairs. Fire was over budget due to unrealized projected vacancy savings, vehicle repairs, and GEMT payments. However, the GEMT payments are offset by an increase in ambulance revenue. Administration and Human Resources are over budget due to legal services for litigation, internal investigations, and labor union negotiations. Public Services is over budget due to over time, vehicle repairs, special events and necessary maintenance repairs.

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	1,602,984	1,694,214	105.7%
City Clerk	376,097	333,565	88.7%
Community Development	4,130,115	3,908,809	94.6%
Finance	3,364,806	3,255,769	96.8%
Fire	21,552,968	22,357,761	103.7%
Human Resources	693,337	720,871	104.0%
Police	31,188,922	31,976,462	102.5%
Public Services	5,524,971	5,796,301	104.9%
Transfers Out	19,801,375	18,301,097	92.4%
Grand Total	**88,235,575**	**88,344,849**	**100.1%**

Currently, total General Fund Revenue ($92M) less expenditures ($88M) for the year is positive $3.7M million. However, while the General Fund is currently positive, an increase in transfers out is proposed to address deficits in the Sportsplex, General Liability, and Workers' Compensation funds.

GENERAL FUND OVERTIME

Table 4 summarizes overtime by department within the General Fund. Overall, overtime is under budget fund wide. However, overtime is over budget within the Administration, Community Development, and Police Departments.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	1,000	2,755	275.5%
Community Development	9,000	14,090	156.6%
Finance	2,400	2,100	87.5%
Fire	3,711,900	3,009,204	81.1%
Human Resources	200	86	43.1%
Police	3,268,000	3,526,108	107.9%
Public Services	138,400	136,507	98.6%
Grand Total	**7,130,900**	**6,690,851**	**93.8%**

PROPOSED BUDGET AMENDMENT

The original General Fund budget for FY 2023-24 had a net change in fund balance of $176,081. The first quarter budget amendment had a positive net change of $33,796. The second quarter amendment included the use of unassigned fund balance ($2,815,500) and had an overall net change of negative $2,775,472. The third quarter amendment had an overall net change of positive $80,560.

The proposed fourth quarter amendment adds $5,750,000 in revenue and $3,342,845 in expenditures to balance General Fund revenue less expenditures to $0. Table 5 summarizes the proposed amendment. The proposed General Fund budget amendment includes the following:

Revenue Increases ($5.75M): Property Tax ($1.9M), Sales Tax ($2.4M), Interest Income ($400k), Parking Code Fines ($200k), Ambulance Services ($300k), and Mutual Aid Reimbursements ($550k).

Department Overages ($2.2M): To address the budget overages previously identified, increases are proposed in Administration ($100k), Fire ($842k), Human Resources ($50k), Police ($1.075M), and Public Services ($326k). This is partially offset by a decrease in expenditures under Community Development ($153k).

Transfers Out ($1.1M): To address deficits, transfers out are proposed to be increased to supplement the Sportsplex Fund ($290k), General Liability ($491k), and Workers' Compensation ($721K) Fund. These increases are offset by a proposed decrease in the transfer to the Debt Service Fund due to interest income ($400k). Overall, Transfers out is proposed to be increased by $1.1 million.

Department	Current Budget	Requested BA	Amended Budget
Administration	1,602,984	100,000	1,702,984
City Clerk	376,097		376,097
Community Development	4,130,115	(153,055)	3,977,060
Finance	3,364,806		3,364,806
Fire	21,552,968	842,000	22,394,968
Human Resources	693,337	50,000	743,337
Police	31,188,922	1,075,000	32,263,922
Public Services	5,524,971	326,000	5,850,971
Transfers Out	19,801,375	1,102,900	20,904,275
Grand Total	**88,235,575**	**3,342,845**	**91,578,420**

Table 5: Summary of Proposed GF Budget Amendment

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. Revenue ended 7% over budget and expenditures were slightly under budget at 99.5%. Overall, revenue less expenditures ended the year positively.

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	647,280	692,994	107.1%
Expenditures	685,998	682,734	99.5%
Revenue Less Expenditures	**(38,718)**	**10,260**	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the Sportsplex, a recreational facility with softball fields, a pavilion, playgrounds, and restaurants. Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7 below.

The Sportsplex fund ended over budget due to increased staffing and facility maintenance. This overage is included in the proposed transfer from the General Fund to balance the Sportsplex fund.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Transfers In	617,763	0	0.0%
Charges for Services	224,000	42,355	18.9%
Rental Income	114,900	156,050	135.8%
Other Revenues	800	2,606	325.7%
Revenue Total	**957,463**	**201,011**	**21.0%**
Expenditures			
Salaries & Benefits	511,263	647,687	109.8%
Materials & Services	410,500	450,858	126.7%
Capital	35,700	10,700	30.0%
Expenditures Total	**957,463**	**1,109,245**	**115.9%**
Revenue less Expenditures		**(908,234)**	

OTHER FUNDS

Table 8 shows budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Fund Grouping	Current Budget	YTD Actual	%
Assessment Districts			
Revenue	4,325,200	4,650,151	107.5%
Expenditures	6,489,381	4,087,271	62.8%
Capital Project Funds			
Revenue	2,041,990	2,583,946	126.5%
Expenditures	10,509,601	1,736,695	9.0%
CDBG			
Revenue	2,516,679	271,779	10.8%
Expenditures	3,068,383	1,657,707	8.4%
CFD			
Expenditures	0	15,000	100.0%
Debt Service			
Revenue	16,046,292	15,519,906	96.7%
Expenditures	15,453,591	15,458,709	100.0%
Gas Tax			
Revenue	3,107,904	2,976,440	95.8%
Expenditures	4,311,230	3,252,383	72.0%
Grant Funds			
Revenue	1,065,908	933,898	87.6%
Expenditures	22,321,307	6,089,414	23.8%
Housing Authority			
Revenue	72,000	185,086	257.1%
Expenditures	981,796	1,036,447	103.8%
Internal Service Funds			
Revenue	9,433,329	11,386,090	120.7%
Expenditures	13,164,845	12,355,201	93.4%
Metro Funds			
Revenue	10,362,264	9,687,018	93.5%
Expenditures	13,299,254	6,757,466	49.4%
Other SR Funds			
Revenue	4,253,111	6,625,169	155.8%
Expenditures	8,456,002	4,587,600	47.6%
SB1			
Revenue	3,309,511	3,521,722	106.4%
Expenditures	6,515,933	885,631	13.6%
Sewer Maintenance			
Revenue	4,352,200	4,534,420	104.2%
Expenditures	6,622,517	2,481,406	33.8%
Sportsplex			
Revenue	957,463	201,011	21.0%
Expenditures	957,463	1,109,245	109.5%
Successor Agency			
Revenue	2,847,944	2,482,327	87.2%
Expenditures	3,504,492	3,340,702	95.3%

In addition to the proposed amendments to the General Fund, the following is recommended:

Budget Overages: The following increases to expenditures are proposed in these funds to address operational overages: COPS fund over time ($15k), CFD Debt service fund close out services ($15k), Sportsplex fund ($161k), Debt Service Fund ongoing bond costs ($5.2k), Inmate Welfare prisoner expenses ($500), Public Safety Augmentation salary and benefits ($124k), Self-Insurance Workers' Compensation fund ($355k), Successor Housing Agency home improvement loans ($145k), and the Taskforce Reg. Autotheft Prevention fund over time ($6.5k). With the exception of the Workers' Compensation Fund, all of these increases are either offset by revenue or fund balance.

Accounting Corrections ($0): A transfer from the ARPA fund to the CIP fund is proposed to correct expenditures posted to the wrong fund in the prior year.

Table 9: Summary of Proposed Amendment to Other Funds

Other Funds	Current Budget	Requested BA	Amended Budget
COPS/SLESF (155)			
Revenue	270,000	15,000	285,000
Expenditures	100,000	15,000	115,000
ARPA Local Fiscal Recovery Funds (179)			
Expenditures	8,378,632	250,000	8,628,632
Capital Projects (160)			
Revenue	1,501,600	250,000	1,751,600
CFD Debt Service (853)			
Expenditures	0	15,000	15,000
Sportsplex (242)			
Revenue	617,763	290,500	908,263
Expenditures	102,500	161,000	263,500
Debt Service - City (300)			
Revenue	14,014,412	-400,000	13,614,412
Expenditures	7,300	5,200	12,500
Inmate Welfare (150)			
Expenditures	1,500	500	2,000
Public Safety Augmentation (153)			
Revenue	848,700	124,000	972,700
Expenditures	30,600	124,000	154,600
Self Insurance General/Auto Liab (361)			
Revenue	1,725,000	491,300	2,216,300
Self-Insurance Workers' Comp (363)			
Revenue	1,000,000	721,100	1,721,100
Expenditures	2,871,902	355,000	3,226,902
Successor Housing Agency (820)			
Revenue	72,000	114,000	186,000
Expenditures	375,800	145,000	520,800
Taskforce Reg. Autotheft Prev. (233)			
Revenue	215,000	6,500	221,500
Expenditures	20,200	6,500	26,700

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.

ATTACHMENT NO. 2

RESOLUTION NO. 2024-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FOURTH QUARTER FINANCIAL REPORT)

WHEREAS, on April 18, 2023, the City Manager presented to the City Council a proposed budget for Fiscal Year 2023-24 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, following the initial presentation of the proposed budget for Fiscal Year 2023-24, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 6, 2023, the City Council adopted a budget for the 2023-2024 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2024-13, attached hereto as Exhibit A, for Fiscal Year 2023-24.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 17th day of September, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-61 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of September, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

City of West Covina

Fiscal Year 2023-24

Budget Amendment No. 2024-13

Fourth Quarter Financial Report

Fund Name (Fund No.)	Current Budget	Proposed Amendment	Amended Budget
General Fund (110)			
Revenue	85,828,420	5,750,000	91,578,420
Expenditures	88,235,575	3,342,845	91,578,420
Fund (110) Revenue Less Exp.	**-2,407,155**	**2,407,155**	**0**
Capital Projects (160)			
Revenue	1,501,600	250,000	1,751,600
Expenditures	7,587,940		7,587,940
Fund (160) Revenue Less Exp.	**-6,086,340**	**250,000**	**-5,836,340**
ARPA Local Fiscal Recovery Funds (179)			
Revenue			
Expenditures	8,378,632	250,000	8,628,632
Fund (179) Revenue Less Exp.	**-8,378,632**	**-250,000**	**-8,628,632**
CFD Debt Service (853)			
Revenue			
Expenditures	0	15,000	15,000
Fund (853) Revenue Less Exp.	**0**	**-15,000**	**-15,000**
COPS/SLESF (155)			
Revenue	273,480	15,000	288,480
Expenditures	270,650	15,000	285,650
Fund (155) Revenue Less Exp.	**2,830**	**0**	**2,830**
Debt Service - City (300)			
Revenue	16,046,292	-400,000	15,646,292
Expenditures	15,453,591	5,200	15,458,791
Fund (300) Revenue Less Exp.	**592,701**	**-405,200**	**187,501**
Inmate Welfare (150)			
Revenue	1,500		1,500
Expenditures	1,500	500	2,000
Fund (150) Revenue Less Exp.	**0**	**-500**	**-500**
Public Safety Augmentation (153)			
Revenue	857,840	124,000	981,840
Expenditures	1,033,045	124,000	1,157,045
Fund (153) Revenue Less Exp.	**-175,205**	**0**	**-175,205**

Fund Name (Fund No.)	Current Budget	Proposed Amendment	Amended Budget
Self Insurance General/Auto Liab (361)			
Revenue	4,852,700	491,300	5,344,000
Expenditures	7,352,700		7,352,700
Fund (361) Revenue Less Exp.	**-2,500,000**	**491,300**	**-2,008,700**
Self-Insurance Workers' Comp (363)			
Revenue	2,497,039	721,100	3,218,139
Expenditures	3,554,954	355,000	3,909,954
Fund (363) Revenue Less Exp.	**-1,057,915**	**366,100**	**-691,815**
Sportsplex (242)			
Revenue	957,463	290,500	1,247,963
Expenditures	957,463	161,000	1,118,463
Fund (242) Revenue Less Exp.	**0**	**129,500**	**129,500**
Successor Housing Agency (820)			
Revenue	72,000	114,000	186,000
Expenditures	981,796	145,000	1,126,796
Fund (820) Revenue Less Exp.	**-909,796**	**-31,000**	**-940,796**
Taskforce Reg. Autotheft Prev. (233)			
Revenue	215,000	6,500	221,500
Expenditures	209,968	6,500	216,468
Fund (233) Revenue Less Exp.	**5,032**	**0**	**5,032**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 17, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2024 ANNUAL CONFERENCE GENERAL ASSEMBLY**

RECOMMENDATION:

It is recommended that the City Council designate a voting delegate and voting delegate alternates for the General Assembly at the League of California Cities 2024 Annual Conference and Expo.

BACKGROUND:

The membership of the League of California Cites will cast votes on a number of municipal policy issues at the General Assembly during the League's Annual Conference in October. It is necessary for the City Council to designate a voting delegate and alternates for this purpose.

DISCUSSION:

On October 18, 2024, the League of California Cities will convene the General Assembly during the Annual Conference (October 16, 2024 - October 18, 2024). At the General Assembly, the voting delegation will consider and take action on a number of resolutions that establish the League of California Cities' policies. The League of California Cities advocates on issues that matter to California's towns and cities.

In order for cities to vote at the General Assembly, the City Council must designate a voting delegate and up to two alternates. The League has requested notification of cities' voting delegates and alternates by September 25, 2024.

OPTIONS:

The City Council has the following options:

1. Appoint a voting delegate and up to two alternate delegates, one of whom may vote in the event that the designated voting delegate in unable to serve in that capacity; or
2. Provide additional direction.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - Voting Delegate Packet

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities
Enhance City Image and Effectiveness

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly