LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
November 4, 2025
5:30 P.M.

MEETING AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

a. CALL TO ORDER
b. INVOCATION
c. PLEDGE OF ALLEGIANCE
d. ROLL CALL
e. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

1 – CEREMONIAL / PRESENTATION

1-1 Recognition of former Planning Commissioner Ron Meade (Matthews)

2 – STUDY SESSION

2-1 Work-Based Learning and College Update (Trejo)

PUBLIC COMMENT

Public comment will be in accordance with the attached policy. This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public.

3 – DEPARTMENT AND CITY MANAGER REPORTS

3-1 Department & City Manager Reports

4 – CONSENT CALENDAR

Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

4-1 Approval – Minutes – Regular Meeting– October 21, 2025
4-2 Approval – Engineering Task Order, Budget Amendment, Creation of Bike Lane and Striping Project #25009 and Bid Award for Cedar Lane Bike Path
4-3 Approval – Bid Award – Fire Station Roof Restoration
4-4 Information Only – Investment Report for the Quarter Ended September 30, 2025
4-5 Approval – Purchase of Three (3) Refuse/Sweeper Vehicles
4-6 Approval – SB-1 2025 Road Maintenance Task Order
4-7 Approval – Resolution 2025-34 – Outlining Benefits for the Unrepresented Employees of the City and Approving Changes
4-8 Approval – Agreements for Professional Planning Services Consultant and On-Call Consultant
4-9 Approval – Agreement for Professional Engineering Services

5 – PUBLIC HEARINGS

Report, discussion and/or other Council action will be taken.

No Public Hearing.

6 – NEW BUSINESS

Report, discussion and/or other Council action will be taken.

6-1 Report and Recommendation – Potential Projects for City-Owned Property Located at 311 E Street (Trejo)

7 – CITY COUNCIL REPORTS AND REQUESTS

7-1 City Council Reports / Requests

CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session.

1. Government Code Section 54956.9(d)(1)
   Conference with Legal Counsel – Litigation Update

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, November 18, 2025
- City Council Regular Meeting, Tuesday, December 2, 2025

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Regular City Council Agenda for the meeting of November 4, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on October 28, 2025.

//s//
Marisa Avalos, City Clerk

CITY COUNCIL REGULAR MEETING
NOVEMBER 4, 2025 @ 5:30 p.m.

The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Lemoore utilizes Zoom teleconferencing technology for virtual public participation; however, the City makes no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing/attendance may not be available at all meetings.)

The meeting may be viewed through the following Zoom Meeting:

- Please click the link below to join the webinar:
- https://us06web.zoom.us/j/82042648501?pwd=SjaLrD80HMJWAu07aczOjbUZs6YPUt.1
- Meeting ID: 820 4264 8501
- Passcode: 916274
- Phone: +1 669 900 6833

If you wish to make a general public comment or public comment on a particular item on the agenda, **participants may do so via Zoom during the meeting** or by **submitting public comments by e-mail to**: cityclerk@lemoore.com. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

General Public Comments & Comments on City Council Business Items

For general public comments and comments regarding specific City Council Business Items, public comments can be made via Zoom during the meeting or all public comments must be received by e-mail no later than 5:00 p.m. the day of the meeting. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 5:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 5:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting.

Public Hearings

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744

Staff Report

Item No: 2-1

To: **Lemoore City Council**

From **Marissa Trejo, City Manager**

Date: **October 27, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Work-Based Learning and College Update**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
Information Only.

Subject/Discussion:
Grant Ermis with Lemoore College will be present to discuss Lemoore College's Work-Based Learning and a College update.

Financial Consideration(s):
N/A

Alternatives or Pros/Cons:
N/A

Commission/Board Recommendation:
N/A

Staff Recommendation:
Information Only.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☐ Other	☒ Finance	10/28/2025
List:		

October 21, 2025 Minutes
Lemoore City Council Regular Meeting

CALL TO ORDER:
At 5:32 p.m., the meeting was called to order.

ROLL CALL: Mayor: MATTHEWS
Council Members: CRUZ, LYONS
Absent: BREWSTER, GORNICK

City Staff and contract employees present: City Manager Trejo; City Attorney Di Fillipo Smith; Police Chief Kendall; Public Works Director Benavides; Finance Director Valdez; Management Analyst Baley; Management Analyst Schisler; Management Analyst Hugie; Community Services Officer Perez; Building Inspector Oliver; City Clerk Avalos

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

None.

1 – CEREMONIAL / PRESENTATION

1-1 Employee of the Month – September 2025 – Hayden Bolls, IT Analyst (Trejo)

City Manager Trejo recognized IT Analyst Hayden Bolls as Employee of the Month for September 2025.

1-2 Recognition of Will's Trucking (Matthews)

Will's Trucking was recognized for their 80 years of service in the City of Lemoore.

1-3 Presentation of Red Ribbon Week Shirts (Kendall)

The Lemoore Police Department and Jameson High School partner every year for Red Ribbon shirts for the elementary schools. He introduced Mr. Schalde from Jameson and the students who designed the shirts this year. The shirts were presented to City Council.

2 – STUDY SESSION

No Study Session.

PUBLIC COMMENT

Alex Walker invited everyone to the Sarah Mooney Museum Mixer on October 23rd at the Museum. The mixer will be hosted by Downtown Merchants, Chamber of Commerce, Sarah Mooney Museum and City of Lemoore. There will be live music, light appetizers, food, and drinks. Live music will be provided by Tim Mattos. The Rotary Crab Feed is coming up on November 8th. He has tickets available. It is all you can eat crab and tri tip.

John Chamberlin, Kings County Fire Chief introduced himself. He has met with members of Lemoore staff. He believes in relationship building. Kings County Fire and Lemoore Volunteer Fire Department actively work together.

Christina Smith stated that she is the President of Griswold LaSalle Community Foundation. It is an employee run non-profit. They had their first ever fundraiser on Saturday. It was a rib cook off. She thanked Mayor Matthews and Brewster for participating. Mayor Matthews was one of five judges. Council Member Brewster had a team. There was approximately 700 people who attended.

3 – DEPARTMENT AND CITY MANAGER REPORTS

City Manager Trejo reminded everyone that Candy Crawl is this Saturday in Downtown Lemoore from 11AM-1:00PM. There will be a street closure on Bush street from 4PM-9PM this Sunday.

Chief Kendall Red Ribbon Week is next week at all elementary schools. K9 demonstrations will be October 24th. On October 29th they will be visiting the schools with emergency vehicles. Lemoore Night Out on October 28th at Heritage Park from 4Pm-7PM. The Police and Fire Departments will be at Lemoore High School on Saturday for a basketball game.

4 – CONSENT CALENDAR

4-1 Approval – Minutes – Regular Meeting– October 7, 2025
4-2 Approval – Police Department Update – September 2025
4-3 Approval – Agreement between the City of Lemoore and the Lemoore Union High School District for Youth Development Officer Services and a Crossing Guard
4-4 Information Only – Warrant Registers July 7, 2025 through October 6, 2025
4-5 Approval – Vendor Agreement with Complete Paperless Solutions (CPS) for Laserfiche Document Management Software and Questys Conversion and Budget Amendment
4-6 Information Only – Cannabis Revenue collected through September 30, 2025
4-7 Approval – Finance Department Update – September 2025
4-8 Information Only – Measure S Sales Tax Reporting Period of July 2025, FY 2025/2026

Item 4-5 was pulled for separate consideration.

Motion by Council Member Cruz, seconded by Council Member Lyons, to approve the Consent Calendar, except item 4-5.

Ayes: Cruz, Lyons, Matthews
Absent: Brewster, Lyons

4-5 Approval – Vendor Agreement with Complete Paperless Solutions (CPS) for Laserfiche Document Management Software and Questys Conversion and Budget Amendment

Motion by Council Member Cruz, seconded by Council Member Lyons, to approve Vendor Agreement with Complete Paperless Solutions (CPS) for Laserfiche Document Management Software and Questys Conversion and Budget Amendment.

Ayes: Cruz, Lyons, Matthews
Absent: Brewster, Lyons

5 – PUBLIC HEARINGS

Report, discussion and/or other Council action will be taken.

No Public Hearings.

6 – NEW BUSINESS

No New Business.

7 – CITY COUNCIL REPORTS AND REQUESTS

Council Member Lyons stated that the Commission on Aging is running smoothly.

Council Member Cruz thanked City staff and Public Safety for keeping us safe. He thanked all the community members who helped out at Lift Up Lemoore. He congratulated and thanked two new businesses, Boba Club and Golden Lumpia Warriors.

Mayor Matthews stated that KCAO funding period is open to assist with utility bills. They assist approximately 1,500 people a year. Online applications are accepted. It takes approximately 90 days for funds to be posted to accounts. KCAO is hosting a Monte Carol fundraiser event for the food bank. Kings County Homelessness Collaborative invited neighbors to sign up for an advisory board. The soup kitchen is looking for volunteers for the lunches that they serve. She attended the Kings County Board of Supervisors meeting. Avenal and the County came to an agreement regarding fire services. A study session was held regarding their master user fees. She is looking forward to the next Lift Up Lemoore event. She thanked those who came out to Lift Up Lemoore. It was well attended. It was a great event and she is looking forward to the next one. She attended the Cal Cities Annual Conference in Long Beach along with Council Members Cruz and Brewster, Finance Director and City Manager. Attended the Links for Life luncheon. She attended the State of the County event at Tachi Palace. The libraries in Hanford and Lemoore are being revamped. She attended the ribbon cuttings and grand openings for the Boba Club and Golden Lumpia Warriors. She was a judge for the Griswold LaSalle Foundation fundraiser. There were 14 entries. Upcoming events: Tractor Supply Hometown Heroes event on November 1st, Haunted Wellness at Lemoore College on October 22nd, Lemoore Community Mixer, Candy Crawl on October 25th, Rock the Purple Luncheon and Library Ground Breaking is on October 30th.

At 6:02 p.m., Council adjourned to Closed Session.

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CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session.

1. Government Code Section 54957.6
   Conference with Labor Negotiator
   Agency Designated Representatives: Christina D. Smith, City Attorney and Marissa Trejo, City Manager
   Employee Organizations: Unrepresented

REPORT OUT FROM CLOSED SESSION

No report from Closed Session.

ADJOURNMENT

At 6:17 p.m., Council adjourned.

Approved the 4th day of November 2025.

APPROVED:

Patricia Matthews, Mayor

ATTEST:

Marisa Avalos, City Clerk

City of
LEMOORE
CALIFORNIA

711 W. Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744

Staff Report

Item No: 4-2

To: **Lemoore City Council**

From: **Christal Schisler, Management Analyst**

Date: **October 23, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Engineering Task Order, Budget Amendment, Creation of Bike Lane and Striping Project #25009 and Bid Award for Cedar Lane Bike Path**

Strategic Initiative:

☒ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☒ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Approve the engineering task order, budget amendment in the amount of $350,000 plus a 10% construction contingency to add a new CIP #25009 for Cedar Lane Bike Path and Bid Award to Central Valley Striping and authorize the City Manager, or designee, to execute the budget amendment.

Background:

To enhance safety and encourage non-vehicle modes of transportation, the City is requesting to install a Class II Bike Path along Cedar Lane from Blue Jay to Lum. On October 3, 2025 the City published a notice inviting bids to include striping, pavement markings and signage to create a continuous bike lane along Cedar Lane. This bike lane will also provide calming measures, slowing the flow of traffic to a more safety optimal speed near a school zone. The lowest bid was received from Central Valley Striping in the amount of $141,067.48.

Other bidders:

- Chrisp Company – $177,450.00
- Sterndahl Enterprises, LLC. – $193,500.00

Financial Consideration(s):

This project will be fully reimbursed by Highway Safety Improvement Program (HSIP) funds.

Alternatives or Pros/Cons:

The Council could direct City staff to not proceed in installing a class II bike path.

Recommendation:

Approve the budget amendment in the amount of $350,000, adding a new CIP #25009 for Cedar Lane Bike Lane and authorize the City Manager, or designee, to execute the budget amendment.

Attachments:	**Review:**	**Date:**
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☒ Other	☒ Finance	10/28/2025

- Task Order
- Budget Amendment
- Bid Award
- Finance Letter

CITY OF LEMOORE
BUDGET AMENDMENT FORM

Date: 10/23/25		Request By:	Christal Schisler
Requesting Department: Streets			

TYPE OF BUDGET AMENDMENT REQUEST:

- ☐ Appropriation Transfer within Budget Unit
- ☑ One Sided Journal Increase/Decrease
- ☑ All other appropriations (Attach Council approved Staff Report)
- ☐ Expenditure to Expenditure or Revenue to Revenue

FROM:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
			$ -

TO:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
2020-850-0000-00000-530100	$ -	$ 88,000.00	$ 88,000.00
2020-850-0000-00000-560300	$ -	$ 288,200.00	$ 288,200.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Allocating funds for Bike Lane and Striping Project.

APPROVALS:

Department Head:	Date:
City Manager:	Date:
Entered By:	Date:
Approved By:	Date:

Task Order Proposal for Engineering Design Services

Project: Buffered Class II Bicycle Lane Installation on Cedar Lane (Bluejay Drive to Lum Drive), City of Lemoore (HSIP Funded) HSIPSL-5115(045)

Submitted to:

City of Lemoore

Submitted by:

A&M Consulting Engineers

Project Understanding

The City of Lemoore intends to enhance bicycle safety and improve active transportation along Cedar Lane from Bluejay Drive to Lum Drive utilizing Highway Safety Improvement Program (HSIP) funds. The project scope involves the design and implementation of buffered Class II bicycle lanes to clearly separate bicyclists from vehicular traffic, enhancing cyclist visibility, safety, and comfort. Key components include environmental clearance coordination with Caltrans, comprehensive engineering assessments, precise design documentation, and robust construction documents compliant with City and Caltrans standards. Our team will deliver a bicycle-friendly roadway solution that supports community connectivity and sustainable transportation goals.

Scope of Work

Part 1 – Environmental Clearance with Caltrans

- Prepare and submit required documentation to Caltrans for NEPA and CEQA environmental clearances.
- Conduct preliminary environmental assessments covering biological, cultural, air quality, and noise evaluations as needed.
- Coordinate closely with Caltrans District 6 for environmental approval processes.
- Address agency comments promptly and secure environmental clearance approvals.

Deliverables:

- Caltrans Environmental Clearance Approval

Part 2 – Schematic Design Phase

- Conduct field surveys to collect data on existing roadway conditions, including topographic details, pavement condition, existing striping, signage, lighting, bicycle and vehicular traffic volumes, and potential utility conflicts.
- Prepare schematic layout illustrating the proposed buffered Class II bicycle lanes, including buffer zones, striping patterns, intersection treatments, signage, and potential safety enhancements.
- Engage City staff early in the design process to incorporate feedback and ensure compatibility with existing infrastructure and planned city projects.
- Identify preliminary utility conflicts and propose initial solutions or relocation strategies as necessary.

Deliverables:

- Schematic Design Drawings
- Preliminary Cost Estimate

Part 3 – Design Development Phase

- Refine schematic designs based on City and stakeholder input.
- Prepare detailed engineering plans specifying bicycle lane widths, buffer dimensions, pavement markings, signage plans, and intersection treatments consistent with Caltrans and MUTCD guidelines.
- Finalize utility relocation plans, if required, in coordination with utility companies and City officials.
- Update the engineer's cost estimate to reflect refined project details.
- Conduct stakeholder coordination meetings as needed for final design alignment.

Deliverables:

- Design Development Drawings
- Updated Cost Estimate

Part 4 – Construction Document Phase

- Complete detailed engineering plans, technical specifications, and comprehensive construction cost estimates (PS&E) ready for bidding and construction.
- Ensure full compliance of construction documents with City of Lemoore standards and Caltrans requirements.
- Submit final PS&E package to City and Caltrans for review, approval, and authorization.
- Provide support during the bidding phase, including responses to RFIs and issuance of addenda as necessary, for a period of up to 4 weeks following the issuance of bid documents.

Deliverables:

- Complete Construction Document Package (Plans, Specifications, Estimates)
- Final Approved Construction Documents

Tasks Not Included in the proposal

- Special Environmental Reports
- SWPPP/WPCP

Project Schedule

- Environmental Clearance: 2-3 months
- Schematic Design: 1 month
- Design Development: 1 month
- Construction Document Phase: 2 months

Fee Schedule

Fees will be structured on a Time and Materials basis not to exceed $52,000 according to the following rate schedule:

- Project Engineer: $138/hr
- Assistant Engineer/Analyst: $72/hr

Total Estimated Cost - $52,000.00

Estimate Breakdown

- Environmental Clearance: $10,000
- Schematic Design: $8,000
- Design Development: $12,000
- Construction Document Phase: $22,000

Best Regards,

Orfil Muniz, PE, QSD, QISP, sUAS
Principal Civil Engineer
A&M Consulting Engineers, Inc.

Authorization

Signature: _____

Name: _____

Title: _____

Date: _____

NOTICE OF AWARD

TO: Central Valley Striping
1100 North Gale Hill Ave.
Lindsay, CA 93247

PROJECT Description:

CITY OF LEMOORE STRIPING PROJECT

The OWNER has considered the BID submitted by you for the above described WORK. You are hereby notified that your BID has been accepted for items in the amount of One Hundred Forty-One and Sixty-Seven Thousand and Dollars and Forty-Eight Cents ($141,067.48).

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 5th day of November 2025.

Owner City of Lemoore

_____

By: Marissa Trejo Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____
Central Valley Striping

this, the_____day of_____20____.
By: _____Title: _____

DEPARTMENT OF TRANSPORTATION

Date: 10/20/2025 EA No:
D_CO_RT: 06-KIN-0-LEM
Project No: HSIPSL-5115(045)
Adv. Project Id: 0625000183
Project End Date:

FINANCE LETTER

To: City of Lemoore

Est Tot Proj Costs: $350,000

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE	LOCAL
Agency Preliminary Engineering	Lump Sum	$52,000.00	$52,000.00	$46,800.00	$5,200.00
Contract Items: $238,100 Contingencies: $23,900 Total: $262,000					
Construction	Lump Sum	$262,000.00	$262,000.00	$235,800.00	$26,200.00
Agency Construction Engineering	Lump Sum	$36,000.00	$36,000.00	$32,400.00	$3,600.00
Totals:		**$350,000.00**	**$350,000.00**	**$315,000.00**	**$35,000.00**

Participation Ratio: 100%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Mrudang Shah

Printed Name: Mrudang Shah

Title: HQ Sr. Area Engineer

Telephone No: (916) 539-9296

Remarks: * REQ2: Caltrans allocated $268,200 of State-Only HSIP funding for the CON phase of work on 09/26/2025 under project ID # H12-06-018, PECT>20.30.010.551.

ACCOUNTING INFORMATION

HSIPSL-5115(045)

ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*	Cooperative Work Agreement APPROVED AMOUNT	Cooperative Work Agreement EXPIRATION DATE
0625000183	25102	2030010551		$268,200.00	2425	$0.00	$268,200.00	06/30/2030		
0625000183	24102	2030010551		$46,800.00	2324	$0.00	$46,800.00	06/30/2029		

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

5115045 R2 FL

Final Audit Report 2025-10-22

Created:	2025-10-20
By:	Nina Purdy (s158706@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2DJV3FIIBTa0DHUjYf2zOAOzjtXInJgc

"5115045 R2 FL" History

Document created by Nina Purdy (s158706@dot.ca.gov)
2025-10-20 - 4:40:39 PM GMT- IP address: 149.136.17.253

Document emailed to Mrudang Shah (mrudang.shah@dot.ca.gov) for signature
2025-10-20 - 4:40:55 PM GMT

Email viewed by Mrudang Shah (mrudang.shah@dot.ca.gov)
2025-10-20 - 9:24:44 PM GMT- IP address: 100.24.255.22

Document e-signed by Mrudang Shah (mrudang.shah@dot.ca.gov)
Signature Date: 2025-10-22 - 1:05:31 PM GMT - Time Source: server- IP address: 149.136.17.251

Agreement completed.
2025-10-22 - 1:05:31 PM GMT

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744

Staff Report

Item No: 4-3

To: **Lemoore City Council**

From **Estevan Benavides, Public Works Director**

Date: **October 23, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Bid Award – Fire Station Roof Restoration**

Strategic Initiative:

☒ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☐ Operational Excellence
☒ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Award the bid to Western Roofing Service for the roof restoration for the fire station roof in the amount of $83,387.00 with a 10% contingency.

Subject/Discussion:

Following a series of inspections, it has been determined that the roof of the fire station located at 210 Fox St. requires restoration to maintain safety and occupancy standards. The roof restoration project will include the following key components:

- Demo and install new plywood repairs at roof dry rot location approximately 200 sq. ft. – utilizing APP modified membrane.
- Install new base flashing at EF curbs and one new scupper location approximately 150 sq. ft.
- Pressure wash the roof membrane to remove dirt and algae growth.
- Install Progressive Asphalt Bleed Blocker at a rate of 1-gallon per 110 sf. Without the Bleed Blocker asphalts from within the existing BUR system will seep through the silicone coating turning it a brownish color. This issue does not effect the integrity of the system but may negatively effect appearance of the coating.
- Install silicone repairs to roof components by the manufacturer.

- Apply Progressive Materials HS-3201 –HB-5 WHITE silicone coating per manufacturers specifications for full system warranty.
- Sealing of all metal flashings and coping joints for complete protection.

This restoration comes with a Manufacturer's 20 year published warranty and a 2 year commercial warranty from the contractor.

Alternate bids were not solicited for this project. In accordance with Government Codes 6500 and 6502, the City has elected to utilize a cooperative purchasing agreement through OMNIA Partners, directly contracting with Western Roofing Service.

Financial Consideration(s):
This project will be paid utilizing general maintenance funds and was budgeted for the current fiscal year.

Alternatives or Pros/Cons:
Pros:

- An opportunity to make improvements to a City Municipal Infrastructure which provides safety and emergency services benefiting the residents.

Cons:

- N/A.

Commission/Board Recommendation:
N/A

Staff Recommendation:
Staff recommends that the City Council award the bid to Western Roofing Service Rehabilitation for the roof restoration of Fire Station (210 Fox Street) in the amount of $83,387.00 with a 10% contingency.

Attachments:	**Review:**	**Date:**
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☒ Other	☒ Finance	10/28/2025

List: Western Roofing Service – Project Proposal
Notice of Award
OMNIA Information Sheet

NOTICE OF AWARD

TO: Western Roofing Service
15002 Wicks Blvd.
San Leandro, CA 94577

PROJECT Description:

CITY OF LEMOORE OLD CITY HALL ROOFING PROJECT

The OWNER has considered the BID submitted by you for the above described WORK. You are hereby notified that your BID has been accepted for items in the amount of eighty-three thousand and three-hundred eighty-seven dollars and zero ($83,387.00).

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 5th day of November 2025.

City of Lemoore

_____

By: Marissa Trejo Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____
Western Roofing Service

this, the_____day of_____20____.
By: _____Title: _____

California

- ✓ **Free membership** in CO-OP.
- ✓ **No user fee** when purchasing.
- ✓ **Legally and competitively procured** contract.
- ✓ **Saves time** and **money** for customers by streamlining the **competitive procurement process.**
- ✓ **No minimum** or **maximum** purchase amounts.

What is OMNIA PARTNERS?

OMNIA PARTNERS is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. OMNIA PARTNERS utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies receive products and services of the highest quality at the lowest prices.

Who can use the OMNIA PARTNERS?

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize the OMNIA PARTNERS program. These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities
- Counties
- Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

What does a public agency do to participate?

All that is required is for your agency to register with OMNIA PARTNERS at https://www.omniapartners.com/partner-with-us/membership. Once you have completed registration you will receive a confirmation email for your records.

Does it cost anything to participate with the OMNIA PARTNERS?

No. There are no costs or obligations for your agency to participate with us. Registration is free and there are no volume minimums on purchases.

Can my agency use contracts without going out for solicitation?

Yes. All OMNIA PARTNERS contracts have been competitively solicited by a lead public agency. Each solicitation contains language that allows the contract to be used by other government agencies. State statutes allow one government agency to purchase from contracts competitively solicited by another government agency.

Who is OMNIA PARTNERS' lead public agency?

Region 14 ESC is OMNIA PARTNERS' lead public agency. Region 14 ESC is a local governmental agency in the state of Texas, authorized by Chapter 8 of the Education Code. Section 8.008 states the center is a state agency and each employee is a state employee. For further information of Chapter 8 https://statutes.capitol.texas.gov/Docs/ED/htm/ED.8.htm.

What is OMNIA PARTNERS' solicitation and award process for contracts?

OMNIA PARTNERS works with Region 14 ESC, who as the lead public agency that competitively solicits national master contracts for use by all public agencies. Contracts are awarded based on quality, performance, and most importantly pricing. These contracts are established using the following process:

1. Region 14 ESC issues a competitive solicitation for a product or service on behalf of OMNIA PARTNERS and all public agencies.
2. The solicitation is advertised nationally for a minimum of 30 days.
3. The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
4. Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
5. Region 14 ESC evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

Can I see documentation of the solicitation process associated with each competitively solicited contract?

OMNIA PARTNERS provides all the due diligence documents needed on each individual vendor page under the Contract Docs tab. Click this link to be transferred to the Vendor Pages.

How do I use an OMNIA PARTNERS awarded vendor?

After you have registered with OMNIA PARTNERS Click this link to find a listing of all awarded vendors. Here you will find a great deal of information that will allow you to research and contact the vendor of your choosing so you can start working together. Billing is executed directly from the servicing vendor. No different than if you were using your own contracts.

Can I review the California state statues regarding cooperative purchasing?

California

California Code
California Government Code
Title 1 General
Division 7 Miscellaneous
Chapter 5 Joint Exercise of Powers
Article 1 Joint Powers Agreements

§ 6500 Gov't.
As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Gov't.
If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

Proposal for:

City of Lemoore

Nick Machado

Firestation Roof Restoration

WESTERN ROOFING SERVICE

a TectaAmerica Company

WESTERN ROOFING SERVICE

PROJECT PROPOSAL

Bid Date: 30-Sep-25

Customer			Project		
City of Lemoore			**Old City Hall and Firestation Roof Restoration**		
771 W. Cinnamon Drive			Fox Street		
Lemoore	CA	93245	Lemoore	CA	93245
Nick Machado		(559) 924-6744			
nmachado@lemoore.com					

SECTION A. STATEMENT OF WORK: (SOW)

The "Customer" and Western Roofing Service "Contractor" are the parties to this Proposal/Agreement. This statement of work (SOW) is subject to the terms and conditions as set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement, the scope of work or any other documents incorporated by reference herein, the terms and conditions of this Agreement shall prevail. This proposal is derived from our review and interpretation of construction documents and information provided by the Customer. WESTERN ROOFING SERVICE the "Contractor" is pleased to submit the following proposal as described herein.

WARRANTIES: Western Warranty / Yrs.: **2** Manufacturer / Yrs.: **20**

PROJECT SCHEDULE: Estimated Start: **Q2 2025** Estimated Completion: **Q4 2025**

Contractor shall have a minimum number of working days to complete the work to substantial completion. **7** **Days**

TECHNICAL SPECIFICATIONS:

** **All repairs will be performed utilizing Progressive Silicone Roof Coatings and installation procedures. The system as specified qualifies for a manufacture's 20-Year Full System Warranty.**

LEMOORE CITY FIRESTATION UPPER AND LOWER ROOF

- Demo and install new plywood repairs at roof dry rot location approximately 200 square feet - utilizing APP modified membrane.
- Install new base flashing at EF curbs and one new scupper location approximately 150 square feet - utilizing APP modified
- Pressure wash the roof membrane to remove dirt and algae growth.
- Install Progressive Asphalt Bleed Blocker at a rate of 1-gallon per 110 sf. Without the Bleed Blocker asphalts from within the existing BUR system will seep through the silicone coating turning it a brownish color. This issue does not effect the integrity of the system but may negatively effect appearance of the coating.
- Install silicone repairs to roof components by the manufacturer.
- Apply Progressive Materials HS-3201-HB-5 WHITE silicone coating per manufacturers specifications for full system warranty.
- Seal all metal flashings and coping joints.
- Warranty - Manufacturer's 20 year Published Warranty. Western Roofing Service 2 year Commercial Roof Warranty

Quote Expires: 19-Jun-24

SECTION B. PRICING:

LEMOORE CITY FIRESTATION UPPER AND LOWER ROOF **$** **83,387**

Roofing Constructors Inc.,
dba Western Roofing Service
15002 Wicks Blvd, San Leandro, CA 94577
California CL# 180533, B, C39, C33,
NV0077470, Hawaii C14631, Guam 6132
DIR 1000000717

SECTION C. QUALIFICATIONS:

- Work Start Date by: **Q2 2025**
- Addenda Acknowledged: **NONE**
- Base Bid excludes all related TRADE- work such as demolition, cleaning, final sweeping, carpentry, blocking, nailers, plumbing, sheet metal, architectural metal flashing, painting, structure weather protection, interior protection, unless specifically stated as included in above Section A, scope of work.
- **This Contract/Proposal or AIA Construction Contract A401 shall serves as the contract agreement between Customer and Western Roofing Service (Contractor).** If a Customer's or General Contractor's proprietary subcontract agreement is used as a substitute to this proposal, all qualifications and Terms and Conditions (T&C) herein shall be included as an addendum or referenced to as an Exhibit to the substitute agreement. A substitute agreement to this proposal shall be subject to a Contract Review Fee.
- Base Bid includes (1) uninterrupted crew mobilization. Additional mobilizations and unscheduled delay shall be subject to additional charges.
- Base Bid excludes all interior protection and all temporary weather protection of substrates and building, unless specifically stated as included in above scope of work.
- Base Bid excludes temporary protection of work unless specifically stated as included in the scope of work.
- Base Bid excludes all related building code upgrades, unless specifically stated as included in the scope of work.
- Base Bid excludes all Permit Fees, Bond Fees and Warranty Fees unless specifically stated in the scope of work.
- Customer to provide parking access for all construction vehicles and equipment during the duration of our work.
- Customer to provide safe (OSHA approved) access and egress for the work.
- Proposal is limited and based on conditions and qualifications described in Sections A, B, C, D, E and F. Additional charges will apply to changed or unforeseen working conditions.
- Work hours shall be 7:00AM to 3:30PM, unless otherwise agreed to by both parties in writing.
- Acceptance of this proposal the Customer acknowledges and accepts the Contractor's defined work scope including all clarification, qualifications and terms and conditions as contained herein.
- If the Customer elected to engage a third party contract managers all fees associated with such services, incurred by Western Roofing Service, shall be added to this proposal via an additive change order.

SECTION D. SPECIAL CONDITIONS AND QUALIFICATIONS:

1. Please read this entire proposal carefully. The foregoing is a limited estimate only based upon the information provided which does not account for a number of factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed revealing conditions neither disclosed or observed prior to the communication of this offer. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor in writing.

SECTION E. PROPOSAL.

1. This Proposal is subject to revision or withdrawal by Contractor for any reason until communications of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. The Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor by a signed document indicating Contractor's agreement to be bound thereto.

SECTION F. REQUIRED INFORMATION PER CONTRACTORS STATE LICENSE BOARD.

1. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

SECTION G. GENERAL TERMS and CONDITIONS

Nature of Work. Western Roofing Service ("Contractor") shall furnish the labor and material to perform the work described herein or in Statement of Work/Scope of Work (SOW) in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Payment. Unless stated otherwise on the face of this proposal, Owner shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of "Substantial Completion" of the Work. Substantial Completion will be defined by all Work, relative to the project's applicable SOW, being completed by Contractor with only punch list items, as agreed between the parties, remaining and provided the manufacturer certifies the work for warranty coverage by the manufacturer. If completion of the Work extends beyond one month, Owner shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All invoices are due and payable 15 days from invoice date. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Owner costs of collection, including attorney's fees, resulting from Owner's failure to make proper payment when due. In no case shall a paid-when-paid clause apply to or delay the timeliness of lump sum payment or progress payments stated herein. Retention applicable to monthly billing **0%.**

2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

3. Insurance. Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.

4. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured. Contractor hereby elects to proceed under all applicable California Civil Code Sections, specifically §2782 (e.)(2) and/or §2782.05 (e.)(2), and further upon final resolution of any such Claim, Contractor shall be proportionally reimbursed for defense fees, and cost previously paid by Contactor. **In no event shall indemnification by Contractor be greater than permitted by public policy and laws of the State of California.**

5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any modification to the SOW to be installed by Contractor, not shown on the plans provided to Contractor prior to submittal of this proposal, shall be subject to an extra work change order. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.

6. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

7. Site Conditions. Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

8. Price Volatility. **Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer.**

Roofing Constructors Inc.,
dba Western Roofing Service
15002 Wicks Blvd, San Leandro, CA 94577
California CL# 180533, B, C39, C33,
NV0077470, Hawaii C14631, Guam 6132
DIR 1000000717

9. Fumes and Emissions. Owner and Contractor acknowledge that asphalt may be heated by Contractor, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

11. Damages and Delays. Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

12. Electrical Conduit. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

13. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

14. Interior Protection. Customer acknowledges that demolition, re-roofing and most general construction activities may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, dripping may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

15. Working Hours. This proposal is based upon the performance of all work during Contractor's regular working hours. Unless state otherwise in this SOW normal work hours are 7:00 AM to 3:30 PM. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

16. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

17. Indemnification. If Customer requires and Western agrees to make Customer or others additional insureds on Western's liability insurance policy, Customer and Western agree that the naming of Customer or others as additional insured is intended to apply to claims make against the additional insured to the extent the claim is due to the negligence of Western and is not intended to make Western's insurer liable for claims that are due to the fault of the additional insured. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Contractor's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Western Roofing Service or anyone for whose work Contractor is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.

18. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

19. Oil-Canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Provided Contractor provides and uses metal roofing panels that are of equal dimensions, gauge and strength of the existing panels and panels that are to be replaced, Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

20. Wind Loads or Uplift Pressures. Contractor is responsible for the Work to be in compliance with applicable codes and regulations and to specify or show the Work that is to be performed. Contractor is not responsible for design of the actual roof materials or roof design, including calculation or verification of wind-load design, except to the extent such materials or roof design do not perform as anticipated because of negligent or improper installation by Contractor or Contractor's subcontractors or agents. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift except as explicitly stated in this Agreement.

21. Material References. Contractor is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

22. Dispute Resolution - Arbitration. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

23. Price Contingency. The price provided for the identified scope of work is contingent and based upon this Contract/Proposal or execution of a standard AIA construction contract document, such as AIA A401.

24. Latent Moisture. Western Roofing Service is not responsible for the effects of moisture mitigation originating within the roof deck or substrate, including concrete decks, or due to moisture vapor drive from within the building. Residual moisture within the roof deck, particularly structural concrete decks, can adversely affect the properties and performance of roofing materials, regardless of additives or concrete admixtures that may be included in the concrete mix. Western Roofing Service commencement of roof installation indicates only that we have visibly inspected the surface of the deck for visible defects prior to commencement of roofing and the surface of the deck appeared dry. The 28-day concrete curing period does not signify the deck is sufficiently dry. Western Roofing Service is not responsible to test or assess the moisture content of the deck or evaluate the likelihood of condensation from moisture drive from within the building.

25. Material Escalation/Delay: The parties acknowledge that some of the materials and products to be used and installed in the construction of this Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice to Contractor and shall be afforded additional time and substitute products may be considered. If there is an increase in price or delay of materials, equipment or products between the date of this Agreement and the time when the Project is ready for the installation of the affected material, the Contract Sum and/or the schedule shall be increased or adjusted to reflect the additional cost and time to obtain the materials, provided that the Subcontractor gives the Contractor written notice and documentation of the increased costs.

Submitted By: **Duane Motogawa** Title: **Project Mgr./Estimator**

Off. Phone: **(510) 925-0821** Cell: **415-716-8365** Email: **dmotogawa@westroof.com**

Buyer's Acceptance: You are hereby authorized to procure materials, equipment, supplies and labor to proceed with work outlined herein. I agree to pay the amount stated and agree to the contract terms and conditions.

Name: _____ Title: _____ Date: _____

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744

Staff Report

Item No: 4-4

To: **Lemoore City Council**

From **Josalynn Valdez, Finance Director**

Date: **October 20, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Investment Report for the Quarter Ended September 30, 2025**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☒ Fiscally Sound Government	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
Council receive the investment report for the quarter ended September 30, 2025.

Subject/Discussion:
The total cash and investment portfolio book value (cost) held by the City as of September 30, 2025 was $81,715,294.

The cash and investments held by the City include the following components: Managed Investment Portfolio ($47,073,297), State of CA Local Agency Investment Fund ($11,949), California Asset Management Program (CAMP) Pooled Investment Fund ($32,823,130), Cash/Time Deposits ($1,373,128), and accrued interest on investments ($433,789). *Earned interest is the interest earned on investments over a specific time period, accrued interest is the interest that an investment has earned, but hasn't yet been received, and paid interest is the interest that has already been received as payment.* Cash and investments held by the City and the trustees continue to be invested in accordance with the Government Code and the Council Investment Policy.

During the quarter, three Certificates of Deposit in the amount of $739,000 and three new Federal Agency Bonds in the amount of $2,247,940 were purchased. Two Certificates of Deposit in the amount of $486,000, one Federal Agency Bond in the amount of $500,000 and two U.S. Treasury Notes in the amount of $3,000,000 matured.

Two-year Treasuries yielding 3.72% at the beginning of the quarter ended lower at the end of the quarter at 3.60%, which was a decrease of 12 basis points for the quarter.

As of September 30, 2025, the Weighted Yield to Maturity on the Managed Investment Portfolio was 4.33%.

At the end of this quarter, the Weighted Average Maturity of the Managed Investment Portfolio was 2.47 years.
The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the Federal Funds Rate. ***At the September 17th meeting, the FOMC voted to lower the target range for the federal funds rate by 1/4 percentage point to 4 to 4-1/4 percent.***

Summary from the September 17th meeting:

"Recent indicators suggest that growth of economic activity moderated in the first half of the year. Job gains have slowed, and the unemployment rate has edged up but remains low. Inflation has moved up and remains somewhat elevated.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. Uncertainty about the economic outlook remains elevated. The Committee is attentive to the risks to both sides of its dual mandate and judges that downside risks to employment have risen.

In support of its goals and in light of the shift in the balance of risks, the Committee decided to lower the target range for the federal funds rate by 1/4 percentage point to 4 to 4-1/4 percent. In considering additional adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments."

Finance staff hired Optimized Investment Partners in March 2024 to help improve the investment returns for the city and to ensure compliance with California Government Code by ensuring safety of principal and sufficient liquidity for operations. Ongoing portfolio management activity will continue to be performed in partnership with Optimized Investment Partners, the City Manager, and the Finance Director.

Financial Consideration(s):

Considering the projected timing of cash receipts and disbursements and the structure of the Pooled Investment Portfolio, the City should be able to comfortably meet overall cash flow needs over the next six months.

Alternatives or Pros/Cons:
N/A

Commission/Board Recommendation:
N/A

Staff Recommendation:
Informational, council to receive report.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	☐ City Attorney	
☐ Map	☐ City Clerk	
☐ Contract	☐ City Manager	
☒ Other	☒ Finance	10/20/2025

Summary of Cash and Investments as of September 30, 2025
Portfolio Summary and Key Statistics for the Quarter Ended September 30, 2025
US Bank Custodial Account Statement for Month End September 30, 2025

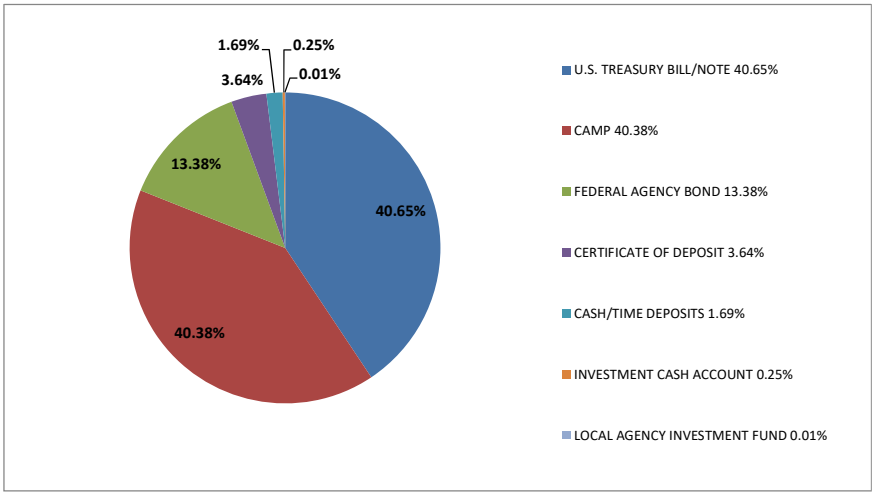
City of Lemoore
Summary of Cash and Investments for the Quarter Ended September 30, 2025

Portfolio Assets	Par Value (1)	Market Value (2)	Book Value (3)	% of Portfolio
Cash & Investments Held by City				
Investment Portfolio				
Managed Investments				
U.S. Bank Custodial Cash Account	$ 199,160	$ 199,160	$ 199,160	0.25%
U.S. Treasury Bill/ Note	33,525,000	33,656,756	33,039,451	40.65%
Federal Agency Bond	10,975,000	11,039,711	10,876,687	13.38%
Certificate of Deposit	2,958,000	2,974,613	2,958,000	3.64%
Managed Investments Subtotal	**$ 47,657,160**	**$ 47,870,240**	**$ 47,073,297**	**57.91%**
Pooled Investments				
State of CA Local Agency Investment Fund	$ 11,949	$ 11,949	$ 11,949	0.01%
CAMP	32,823,130	32,823,130	32,823,130	40.38%
Pooled Investments Subtotal	**$ 32,835,079**	**$ 32,835,079**	**$ 32,835,079**	**40.40%**
Investment Portfolio Subtotal	**$ 80,492,239**	**$ 80,705,319**	**$ 79,908,376**	**98.31%**
Cash/Time Deposits	$ 1,373,128	$ 1,373,128	$ 1,373,128	1.69%
Funds Available for Investment	**$ 81,865,367**	**$ 82,078,447**	**$ 81,281,505**	**100.00%**
Accrued Interest	$ 433,789	$ 433,789	$ 433,789	
Total Cash & Investments Held by City	**$ 82,299,156**	**$ 82,512,236**	**$ 81,715,294**	

Notes:
1. Par value is the principal amount of the investment on maturity.
2. Market values contained herein are received from sources we believe are reliable; however, we do not guarantee their accuracy.
3. Book value is par value of the security plus or minus any premium or discount on the security.

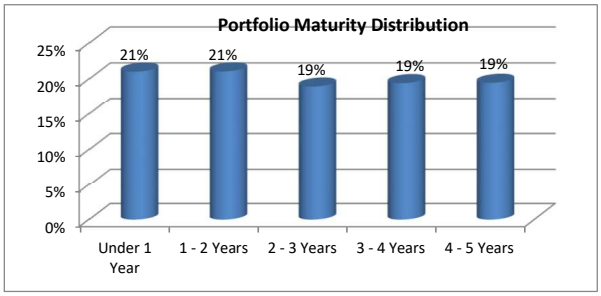
City of Lemoore
Investment Report for the Quarter Ended September 30, 2025

Investment Portfolio Summary and Key Statistics



Portfolio Key Statistics		
PAR Value	$	80,492,239
Book Value (COST)	$	79,908,376
Market Value	$	80,705,319
Weighted Average Maturity (in years)		**2.47**
Weighted Yield to Maturity*		**4.33%**

*Note: Cash/time deposits not included in WYTM



Excludes Pooled Investments and U.S. Bank Custodial Cash Account

U.S. Treasury Yields - Quarterly Comparison

Maturity	Sep 2025	Jun 2025	Change
3-Month	4.02%	4.41%	-0.39%
1-Year	3.68%	3.96%	-0.28%
2-Year	3.60%	3.72%	-0.12%
3-Year	3.61%	3.68%	-0.07%
5-Year	3.74%	3.79%	-0.05%
10-Year	4.16%	4.24%	-0.08%

2-Year U.S. Treasury Yield - Historical Data

Sep 2025	Sep 2024	Sep 2023	Sep 2022
3.60%	3.66%	5.03%	4.22%

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	$ 9,986,000	21%
1 - 2 Years	$ 10,000,000	21%
2 - 3 Years	$ 9,000,000	19%
3 - 4 Years	$ 9,225,000	19%
4 - 5 Years	$ 9,247,000	19%
Total	$ 47,458,000	100%

Interest Earnings	FY 24-25	FY 25-26	Change
Jul	**$ 309,028**	**$ 308,501**	**$ (528)**
Aug	**$ 301,465**	**$ 294,544**	**$ (6,921)**
Sep	**$ 293,410**	**$ 285,310**	**$ (8,100)**
Total for Quarter	**$ 903,903**	**$ 888,354**	**$ (15,549)**

Note: Interest Earnings figures do not include capital gains or losses

9555

00- -M -UC-UU -274-04
0585622-00-02387-04

QUESTIONS?
If you have any questions regarding your account or this statement, please contact your Administrator.

MARQUES MCNIESE
CN-OH-W5IT
425 WALNUT ST. 5TH FLOOR
CINCINNATI OH 45202
Phone 513-632-4147
E-mail marques.mcniese@usbank.com

Portfolio Manager:
TS CIN RC #4 - MANUAL
CN-OH-W6TC

ACCOUNT NUMBER: 001051015919
CITY OF LEMOORE

This statement is for the period from September 1, 2025 to September 30, 2025

000004182 04 SP 000638046804755 S
CITY OF LEMOORE
711 W. CINNAMON DRIVE
LEMOORE, CA 93245

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usbank

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Bond Summary	18

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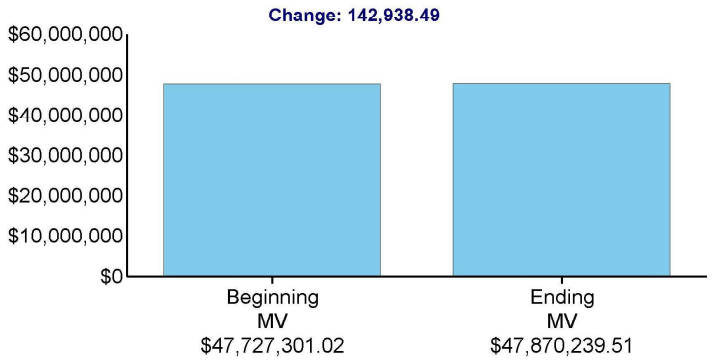
CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

September 1, 2025 to September 30, 2025

MARKET VALUE SUMMARY

	Current Period 09/01/25 to 09/30/25	Year-to-Date 01/01/25 to 09/30/25
Beginning Market Value	**$47,727,301.02**	**$49,198,973.26**
Taxable Interest	154,846.99	1,472,148.51
Taxable Dividends		17,471.75
Fees and Expenses	-399.51	-3,679.27
Cash Disbursements		-3,497,000.00
Long Term Gains/Losses	-100.00	78,269.00
Change in Investment Value	-11,408.99	604,056.26
Ending Market Value	**$47,870,239.51**	**$47,870,239.51**

Current Period 09/01/25 to 09/30/25

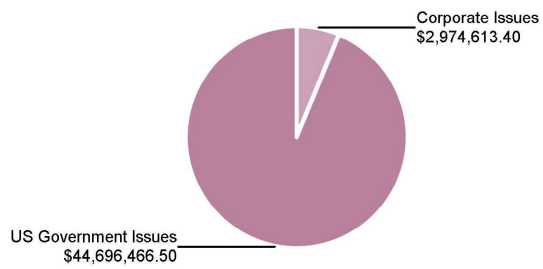


CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

ASSET SUMMARY

Assets	Current Period Market Value	% of Total	Estimated Annual Income
Cash & Equivalents	199,159.61	0.40	7,568.07
Taxable Bonds	47,671,079.90	99.60	1,863,846.00
Total Market Value	**$47,870,239.51**	**100.00**	**$1,871,414.07**

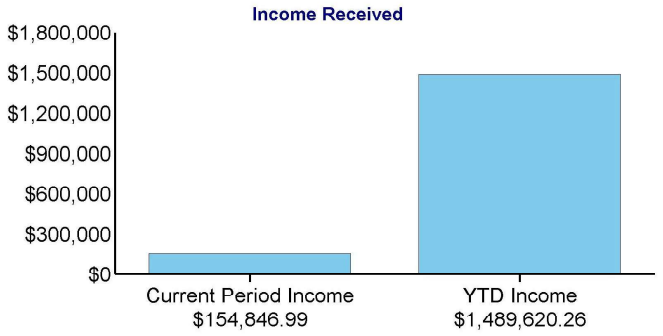
Fixed Income Summary



CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

INCOME SUMMARY

	Income Received Current Period	Income Received YTD
Taxable Interest	154,846.99	1,472,148.51
Taxable Dividends	0.00	17,471.75
Total Current Period Income	**$154,846.99**	**$1,489,620.26**



CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

ASSET DETAIL

Security Description / Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Cash & Equivalents							
Cash/Money Market							
L Plus Platinum Class Z - USBLPPZ **							
199,159.610	1.0000	199,159.61	199,159.61	0.00	0.4	7,568.07	3.80
Total Cash/Money Market		**$199,159.61**	**$199,159.61**	**$0.00**	**0.4**	**$7,568.07**	
Cash							
Principal Cash		-2,451,448.83	-2,451,448.83		-5.1		
Income Cash		2,451,448.83	2,451,448.83		5.1		
Total Cash		**$0.00**	**$0.00**	**$0.00**	**0.0**	**$0.00**	
Total Cash & Equivalents		**$199,159.61**	**$199,159.61**	**$0.00**	**0.4**	**$7,568.07**	
Taxable Bonds							
US Government Issues							
U S Treasury Note - 91282CFP1 4.250 10/15/2025							
1,000,000.000	100.0000	1,000,000.00	992,024.00	7,976.00	2.1	42,500.00	4.25
U S Treasury Note - 91282CFW6 4.500 11/15/2025							
1,000,000.000	100.0430	1,000,430.00	996,005.00	4,425.00	2.1	45,000.00	4.50
Federal Farm Credit Bks - 3133EPL37 4.625 12/08/2025							
1,000,000.000	100.0750	1,000,750.00	997,240.00	3,510.00	2.1	46,250.00	4.62

CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
U S Treasury Note - 91282CGE5 3.875 01/15/2026							
1,000,000.000	99.9700	999,700.00	985,857.00	13,843.00	2.1	38,750.00	3.88
U S Treasury Note - 91282CHH7 4.125 06/15/2026							
2,000,000.000	100.2320	2,004,640.00	1,980,714.00	23,926.00	4.2	82,500.00	4.11
U S Treasury Note - 91282CHM6 4.500 07/15/2026							
2,000,000.000	100.5570	2,011,140.00	1,997,266.00	13,874.00	4.2	90,000.00	4.47
Federal Farm Credit Bks - 3133EPSW6 4.500 08/14/2026							
1,000,000.000	100.6340	1,006,340.00	998,834.00	7,506.00	2.1	45,000.00	4.47
U S Treasury Note - 91282CJC6 4.625 10/15/2026							
1,000,000.000	100.9250	1,009,250.00	1,002,973.00	6,277.00	2.1	46,250.00	4.58
U S Treasury Note - 912828U24 2.000 11/15/2026							
1,000,000.000	98.1170	981,170.00	938,031.00	43,139.00	2.0	20,000.00	2.04
U S Treasury Note - 91282CJP7 4.375 12/15/2026							
1,000,000.000	100.7810	1,007,810.00	997,259.00	10,551.00	2.1	43,750.00	4.34
U S Treasury Note - 91282CJT9 4.000 01/15/2027							
1,000,000.000	100.3750	1,003,750.00	987,608.00	16,142.00	2.1	40,000.00	3.98
Federal Farm Credit Bks - 3133EAUX4 2.850 06/21/2027							
2,000,000.000	98.6100	1,972,200.00	1,902,762.00	69,438.00	4.1	57,000.00	2.89
U S Treasury Note - 91282CFB2 2.750 07/31/2027							
2,000,000.000	98.4380	1,968,760.00	1,897,076.00	71,684.00	4.1	55,000.00	2.79

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
U S Treasury Note - 91282CFH9 3.125 08/31/2027							
1,000,000.000	99.0740	990,740.00	959,600.00	31,140.00	2.1	31,250.00	3.15
U S Treasury Note - 91282CFM8 4.125 09/30/2027							
1,000,000.000	100.9650	1,009,650.00	991,400.00	18,250.00	2.1	41,250.00	4.09
U S Treasury Note - 91282CFU0 4.125 10/31/2027							
1,000,000.000	101.0160	1,010,160.00	991,189.00	18,971.00	2.1	41,250.00	4.08
U S Treasury Note - 91282CFZ9 3.875 11/30/2027							
1,000,000.000	100.5270	1,005,270.00	982,874.00	22,396.00	2.1	38,750.00	3.85
Federal Home Loan Bks - 3130AXQJ0 4.750 12/10/2027							
1,000,000.000	101.9920	1,019,920.00	1,011,108.00	8,812.00	2.1	47,500.00	4.66
U S Treasury Note - 91282CGH8 3.500 01/31/2028							
1,000,000.000	99.7340	997,340.00	969,653.00	27,687.00	2.1	35,000.00	3.51
U S Treasury Note - 91282CHK0 4.000 06/30/2028							
2,000,000.000	100.9810	2,019,620.00	1,975,112.00	44,508.00	4.2	80,000.00	3.96
U S Treasury Note - 91282CHQ7 4.125 07/31/2028							
2,000,000.000	101.3280	2,026,560.00	1,984,540.00	42,020.00	4.2	82,500.00	4.07
U S Treasury Note - 91282CHX2 4.375 08/31/2028							
1,000,000.000	102.0350	1,020,350.00	1,002,584.00	17,766.00	2.1	43,750.00	4.29
U S Treasury Note - 91282CJA0 4.625 09/30/2028							
1,000,000.000	102.8130	1,028,130.00	1,012,830.00	15,300.00	2.1	46,250.00	4.50

CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
U S Treasury Note - 91282CJF9 4.875 10/31/2028							
1,000,000.000	103.5630	1,035,630.00	1,023,373.00	12,257.00	2.2	48,750.00	4.71
U S Treasury Note - 9128285M8 3.125 11/15/2028							
1,000,000.000	98.4770	984,770.00	950,854.00	33,916.00	2.1	31,250.00	3.17
Federal Home Loan Bks - 3130AFEC7 3.500 12/08/2028							
1,000,000.000	99.3440	993,440.00	964,866.00	28,574.00	2.1	35,000.00	3.52
U S Treasury Note - 91282CJW2 4.000 01/31/2029							
1,000,000.000	101.0820	1,010,820.00	988,203.00	22,617.00	2.1	40,000.00	3.96
Federal Home Loan Bks - 3130B1BC0 4.625 06/08/2029							
1,000,000.000	103.1000	1,031,000.00	1,013,375.00	17,625.00	2.2	46,250.00	4.49
U S Treasury Note - 91282CLC3 4.000 07/31/2029							
2,000,000.000	101.1060	2,022,120.00	1,977,672.00	44,448.00	4.2	80,000.00	3.96
U S Treasury Note - 91282CFJ5 3.125 08/31/2029							
1,000,000.000	97.9530	979,530.00	978,492.00	1,038.00	2.0	31,250.00	3.19
Federal Home Loan Bks - 3130A35P5 3.500 09/24/2029							
225,000.000	99.0670	222,900.75	217,103.40	5,797.35	0.5	7,875.00	3.53
U S Treasury Note - 91282CLN9 3.500 09/30/2029							
775,000.000	99.2930	769,520.75	777,821.00	-8,300.25	1.6	27,125.00	3.52
U S Treasury Note - 91282CLR0 4.125 10/31/2029							
750,000.000	101.5900	761,925.00	744,622.50	17,302.50	1.6	30,937.50	4.06

CITY OF LEMOORE
ACCOUNT NUMBER: 001051015919

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
U S Treasury Note - 91282CFY2 3.875 11/30/2029 1,000,000.000	100.6450	1,006,450.00	988,595.00	17,855.00	2.1	38,750.00	3.85
Federal Home Loan Bks - 3130ATUT2 4.500 12/14/2029 1,500,000.000	102.6870	1,540,305.00	1,523,458.50	16,846.50	3.2	67,500.00	4.38
U S Treasury Note - 91282CGJ4 3.500 01/31/2030 1,000,000.000	99.1520	991,520.00	965,223.00	26,297.00	2.1	35,000.00	3.53
Federal Agri Mtg Corp M T N - 31424WH39 3.850 07/03/2030 1,000,000.000	100.5770	1,005,770.00	998,860.00	6,910.00	2.1	38,500.00	3.83
Federal Agri Mtg Corp M T N - 31424WP89 3.800 08/13/2030 250,000.000	100.1340	250,335.00	250,450.00	-115.00	0.5	9,500.00	3.79
Federal Farm Credit Bks - 3133ETYU5 3.500 09/23/2030 1,000,000.000	99.6750	996,750.00	998,630.00	-1,880.00	2.1	35,000.00	3.51
Total US Government Issues		**$44,696,466.50**	**$43,916,137.40**	**$780,329.10**	**93.4**	**$1,742,187.50**	

Corporate Issues

Bmw Bk North Amer Salt Lake - 05580A6M1 C D 4.650 09/22/2026 244,000.000	100.8120	245,981.28	244,000.00	1,981.28	0.5	11,346.00	4.61
First Natl Bk Of Mich - 32114VCQ8 C D 4.700 09/22/2026 249,000.000	100.8780	251,186.22	249,000.00	2,186.22	0.5	11,703.00	4.66

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
American Natl Bk - 02772JFF2 C D 4.550 09/25/2026 249,000.000	100.7530	250,874.97	249,000.00	1,874.97	0.5	11,329.50	4.52
Partners Bk Mission Viejo - 70212YBS0 C D 4.650 09/28/2026 244,000.000	100.8790	246,144.76	244,000.00	2,144.76	0.5	11,346.00	4.61
Customers Bk Phoenixville Pa - 23204HQH4 C D 3.500 10/15/2029 245,000.000	99.0400	242,648.00	245,000.00	-2,352.00	0.5	8,575.00	3.53
Bny Mellon - 05584CXY7 C D 3.950 06/11/2030 245,000.000	100.8170	247,001.65	245,000.00	2,001.65	0.5	9,677.50	3.92
Celtic Bk Salt Lake City Utah - 15118RW78 C D 4.000 06/12/2030 249,000.000	101.0760	251,679.24	249,000.00	2,679.24	0.5	9,960.00	3.96
Medallion Bk Salt Lake City Utah - 58404DXW6 C D 4.150 06/17/2030 249,000.000	101.7350	253,320.15	249,000.00	4,320.15	0.5	10,333.50	4.08
Security First Bk Lincoln Neb - 81425PBY6 C D 3.950 06/18/2030 245,000.000	100.8200	247,009.00	245,000.00	2,009.00	0.5	9,677.50	3.92
Goldman Sachs Bk USA - 38150V4S5 C D 3.850 08/19/2030 245,000.000	100.3980	245,975.10	245,000.00	975.10	0.5	9,432.50	3.83

ASSET DETAIL (continued)

Security Description Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
First Premier Bk Sioux Falls - 33610RWV1 C D 3.700 08/20/2030 245,000.000	99.7340	244,348.30	245,000.00	-651.70	0.5	9,065.00	3.71
Genoa Bkg Co Ohio - 372348DP4 C D 3.700 08/22/2030 249,000.000	99.7770	248,444.73	249,000.00	-555.27	0.5	9,213.00	3.71
Total Corporate Issues		**$2,974,613.40**	**$2,958,000.00**	**$16,613.40**	**6.2**	**$121,658.50**	
Total Taxable Bonds		**$47,671,079.90**	**$46,874,137.40**	**$796,942.50**	**99.6**	**$1,863,846.00**	
Total Assets		**$47,870,239.51**	**$47,073,297.01**	**$796,942.50**	**100.0**	**$1,871,414.07**	
Estimated Current Yield							**3.90**

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

You can exclude a participating bank from holding your deposits in the Liquidity Plus program by directing U.S. Bank to remove the bank from the Bank List. See usbank.com/LiquidityPlus to obtain the current Bank List and Opt-Out Form.

****Your U.S. Bank Liquidity Plus Program as of 09/30/2025 was allocated as follows:**

Total Balance $200,229.35

ASSET DETAIL MESSAGES (continued)

Bank Name	Balance
Webster Bank	$102.05
Kish Bank	$55.65
Bell Bank	$25.89
Stryv Bank	$56.02
The First Security Bank	$192.79
Barrington Bank and Trust Com	$195.19
Beverly Bank and Trust Compan	$199,180.34
American State Bank	$54.04
Pacific National Bank	$27.63
Washington Federal Bank	$307.40
CCBank	$6.46
Bar Harbor Bank and Trust	$25.89

Excluded Bank Name
None

TRANSACTION DETAIL

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
Beginning Balance 09/01/2025			**$2,296,601.84**	**-$2,296,601.84**	**$46,918,949.53**
09/02/25	Asset Income	Interest Earned On U S Treasury Nt 3.125% 8/31/27 0.015625 USD/$1 Pv On 1,000,000 Par Value Due 8/31/25	15,625.00		
09/02/25	Asset Income	Interest Earned On U S Treasury Nt 3.125% 8/31/29 0.015625 USD/$1 Pv On 1,000,000 Par Value Due 8/31/25	15,625.00		
09/02/25	Asset Income	Interest Earned On U S Treasury Nt 4.375% 8/31/28 0.021875 USD/$1 Pv On 1,000,000 Par Value Due 8/31/25	21,875.00		
09/02/25	Purchase	Purchased 53,125 Shares Of L Plus Platinum Class Z Trade Date 9/2/25 Purchased Through Direct From Issuer 53,125 Shares At 1.00 USD		-53,125.00	53,125.00
09/12/25	Sale	Matured 500,000 Par Value Of F H L B Deb 4.875% 9/12/25 Trade Date 9/12/25 500,000 Par Value At 100 %		500,000.00	-500,100.00
09/12/25	Asset Income	Interest Earned On Celtic Bk Salt C D 4.000% 6/12/30 0.003397 USD/$1 Pv On 249,000 Par Value Due 9/12/25	845.92		
09/12/25	Asset Income	Interest Earned On F H L B Deb 4.875% 9/12/25 0.024375 USD/$1 Pv On 500,000 Par Value Due 9/12/25	12,187.50		
09/12/25	Purchase	Purchased 513,033.42 Shares Of L Plus Platinum Class Z Trade Date 9/12/25 Purchased Through Direct From Issuer 513,033.42 Shares At 1.00 USD		-513,033.42	513,033.42
09/16/25	Asset Income	Interest Earned On Medallion Bk C D 4.150% 6/17/30 0.003525 USD/$1 Pv On 249,000 Par Value Due 9/16/25	877.64		

TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/16/25	Purchase	Purchased 877.64 Shares Of L Plus Platinum Class Z Trade Date 9/16/25 Purchased Through Direct From Issuer 877.64 Shares At 1.00 USD		-877.64	877.64
09/22/25	Sale	Matured 243,000 Par Value Of Morgan Stanley C D 5.000% 9/22/25 Trade Date 9/22/25 243,000 Par Value At 100 %		243,000.00	-243,000.00
09/22/25	Sale	Matured 243,000 Par Value Of Morgan Stanley C D 5.000% 9/22/25 Trade Date 9/22/25 243,000 Par Value At 100 %		243,000.00	-243,000.00
09/22/25	Asset Income	Interest Earned On Bmw Bk North C D 4.650% 9/22/26 0.023441 USD/$1 Pv On 244,000 Par Value Due 9/22/25	5,719.63		
09/22/25	Asset Income	Interest Earned On First Natl Bk C D 4.700% 9/22/26 0.003992 USD/$1 Pv On 249,000 Par Value Due 9/22/25	993.95		
09/22/25	Asset Income	Interest Earned On Genoa Bkg Co C D 3.700% 8/22/30 0.003142 USD/$1 Pv On 249,000 Par Value Due 9/22/25	782.47		
09/22/25	Asset Income	Interest Earned On Morgan Stanley C D 5.000% 9/22/25 0.025479 USD/$1 Pv On 243,000 Par Value Due 9/22/25	6,191.51		
09/22/25	Asset Income	Interest Earned On Morgan Stanley C D 5.000% 9/22/25 0.025479 USD/$1 Pv On 243,000 Par Value Due 9/22/25	6,191.51		
09/22/25	Purchase	Purchased 505,879.07 Shares Of L Plus Platinum Class Z Trade Date 9/22/25 Purchased Through Direct From Issuer 505,879.07 Shares At 1.00 USD		-505,879.07	505,879.07

TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/23/25	Purchase	Purchased 1,000,000 Par Value Of F F C B Deb 3.500% 9/23/30 Trade Date 9/17/25 Purchased Through Pershing LLC 1,000,000 Par Value At 99.863 %		-998,630.00	998,630.00
09/23/25	Sale	Sold 998,630 Shares Of L Plus Platinum Class Z Trade Date 9/23/25 Sold Through Direct From Issuer 998,630 Shares At 1.00 USD		998,630.00	-998,630.00
09/24/25	Asset Income	Interest Earned On F H L B Deb 3.500% 9/24/29 0.0175 USD/$1 Pv On 225,000 Par Value Due 9/24/25	3,937.50		
09/24/25	Purchase	Purchased 3,937.5 Shares Of L Plus Platinum Class Z Trade Date 9/24/25 Purchased Through Direct From Issuer 3,937.5 Shares At 1.00 USD		-3,937.50	3,937.50
09/25/25	Fee	Trust Fees Collected Charged For Period 08/01/2025 Thru 08/31/2025		-399.51	
09/25/25	Sale	Sold 399.51 Shares Of L Plus Platinum Class Z Trade Date 9/25/25 Sold Through Direct From Issuer 399.51 Shares At 1.00 USD		399.51	-399.51
09/29/25	Asset Income	Interest Earned On American Natl Bk C D 4.550% 9/25/26 0.003864 USD/$1 Pv On 249,000 Par Value Due 9/27/25	962.23		
09/29/25	Asset Income	Interest Earned On Partners Bk C D 4.650% 9/28/26 0.023441 USD/$1 Pv On 244,000 Par Value Due 9/27/25	5,719.63		
09/29/25	Purchase	Purchased 6,681.86 Shares Of L Plus Platinum Class Z Trade Date 9/29/25 Purchased Through Direct From Issuer 6,681.86 Shares At 1.00 USD		-6,681.86	6,681.86

TRANSACTION DETAIL (continued)

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/30/25	Asset Income	Interest Earned On U S Treasury Nt 3.500% 9/30/29 0.0175 USD/$1 Pv On 775,000 Par Value Due 9/30/25	13,562.50		
09/30/25	Asset Income	Interest Earned On U S Treasury Nt 4.125% 9/30/27 0.020625 USD/$1 Pv On 1,000,000 Par Value Due 9/30/25	20,625.00		
09/30/25	Asset Income	Interest Earned On U S Treasury Nt 4.625% 9/30/28 0.023125 USD/$1 Pv On 1,000,000 Par Value Due 9/30/25	23,125.00		
09/30/25	Purchase	Purchased 57,312.5 Shares Of L Plus Platinum Class Z Trade Date 9/30/25 Purchased Through Direct From Issuer 57,312.5 Shares At 1.00 USD		-57,312.50	57,312.50
	Purchase	Combined Purchases For The Period 9/ 1/25 - 9/30/25 Of First Am Govt Ob Fd Cl Z		-1,140,846.99	1,140,846.99
	Sale	Combined Sales For The Period 9/ 1/25 - 9/30/25 Of First Am Govt Ob Fd Cl Z		1,140,846.99	-1,140,846.99
Ending Balance 09/30/2025			**$2,451,448.83**	**-$2,451,448.83**	**$47,073,297.01**

SALE/MATURITY SUMMARY

	Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Cash and Equivalents					
L Plus Platinum Class Z USBLPPZ					
	09/23/25	Sold 998,630 Shares Trade Date 9/23/25 Sold Through Direct From Issuer 998,630 Shares At 1.00 USD	-998,630.00	998,630.00	
	09/25/25	Sold 399.51 Shares Trade Date 9/25/25 Sold Through Direct From Issuer 399.51 Shares At 1.00 USD	-399.51	399.51	
Total L Plus Platinum Class Z			**-$999,029.51**	**$999,029.51**	**$0.00**
Total Cash and Equivalents			**-$999,029.51**	**$999,029.51**	**$0.00**
Taxable Bonds					
Federal Home Loan Bks 4.875 09/12/2025 3130AWS92					
	09/12/25	Matured 500,000 Par Value Trade Date 9/12/25 500,000 Par Value At 100 %	-500,100.00	500,000.00	-100.00

SALE/MATURITY SUMMARY (continued)

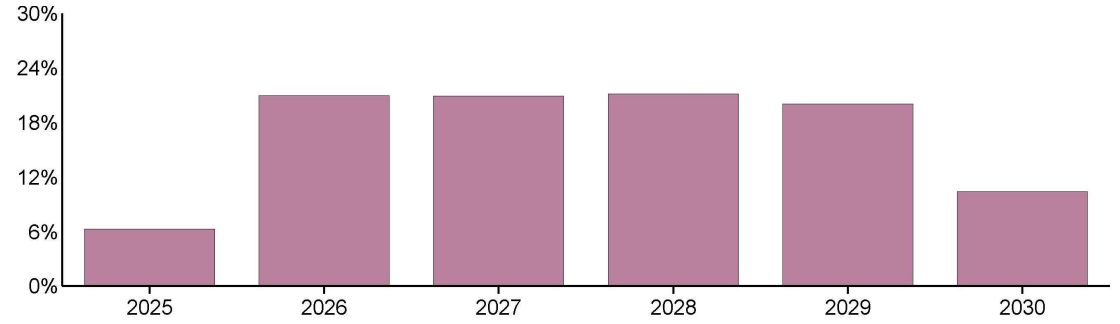
	Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Morgan Stanley Bk N A Salt Lak C D 5.000 09/22/2025 61690DMN5					
	09/22/25	Matured 243,000 Par Value Trade Date 9/22/25 243,000 Par Value At 100 %	-243,000.00	243,000.00	
Morgan Stanley Private Bk Natl C D 5.000 09/22/2025 61768EU92					
	09/22/25	Matured 243,000 Par Value Trade Date 9/22/25 243,000 Par Value At 100 %	-243,000.00	243,000.00	
Total Taxable Bonds			**-$986,100.00**	**$986,000.00**	**-$100.00**
Total Sales & Maturities			**-$1,985,129.51**	**$1,985,029.51**	**-$100.00**

SALE/MATURITY SUMMARY MESSAGES

Estimated Year-To-Date Long-Term Gain (Loss): $78,269.00

Estimates should not be used for tax purposes

BOND SUMMARY



	Par Value	Market Value	Percentage of Category
MATURITY			
2025	3,000,000.00	3,001,180.00	6.30
2026	9,986,000.00	10,014,237.23	21.01
2027	10,000,000.00	9,980,450.00	20.94
2028	10,000,000.00	10,105,840.00	21.19
2029	9,495,000.00	9,587,219.50	20.11
2030	4,977,000.00	4,982,153.17	10.45
Total of Category	**$47,458,000.00**	**$47,671,079.90**	**100.00**
MOODY'S RATING			
Aa1	42,250,000.00	42,439,931.50	89.03
N/A	2,250,000.00	2,256,535.00	4.73
NOT RATED	2,958,000.00	2,974,613.40	6.24
Total of Category	**$47,458,000.00**	**$47,671,079.90**	**100.00**

BOND SUMMARY (continued)

	Par Value	Market Value	Percentage of Category
S&P RATING			
AA+	9,725,000.00	9,783,605.75	20.52
N/A	34,775,000.00	34,912,860.75	73.24
NOT RATED	2,958,000.00	2,974,613.40	6.24
Total of Category	**$47,458,000.00**	**$47,671,079.90**	**100.00**

BOND SUMMARY MESSAGES

Data contained within this section excluded Mutual Funds, Exchange Traded Funds, and Closed-Ended Funds.

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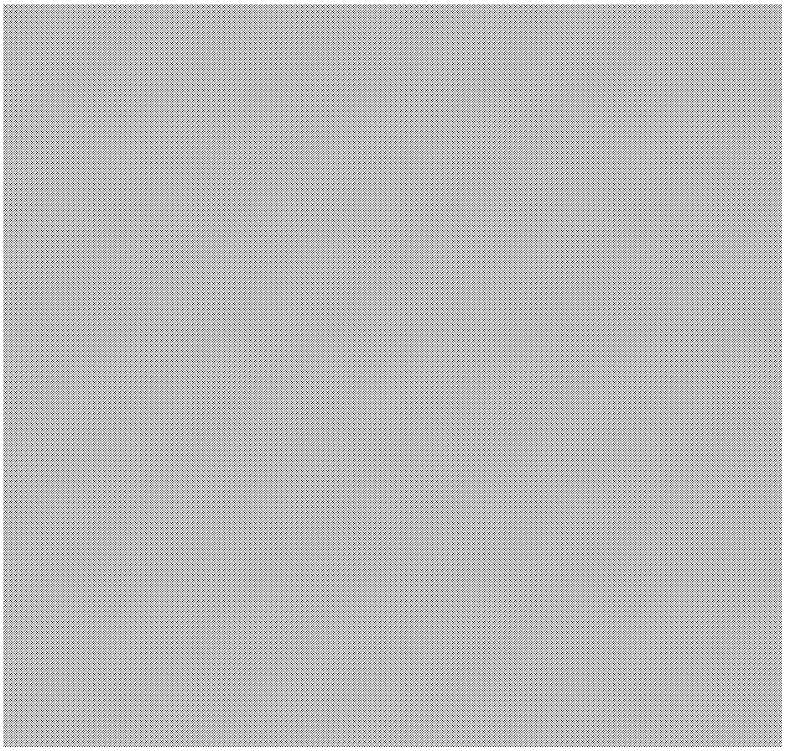

Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.
Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.
Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.
Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.
Amortization - The decrease in value of a premium bond until maturity.
Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).
Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.
Cash - Cash activity that includes both income and principal cash categories.
Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.
Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.
Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.
Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.
Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.
Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.
Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.
Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.
Market Value - The price per unit multiplied by the number of units.
Maturity Date - The date on which an obligation or note matures.
Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.
Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.
Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.
Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.
Trade Date - The date a trade is legally entered into.
Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.
Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.

009555
-UC-274

U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

000004182 04 SP 000638046804755 S

CITY OF LEMOORE
711 W. CINNAMON DRIVE
LEMOORE, CA 93245

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive, Lemoore, California 93245 ● (559) 924-6744 ● Fax (559) 924-9003

Staff Report

Item No: 4-5

To: **Lemoore City Council**

From: **Jamar Hugie, Management Analyst**

Date: **October 28, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Purchase of Three (3) Refuse/Sweeper Vehicles**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☒ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Authorize the purchase of the following vehicles for the Public Works Department, using Refuse Enterprise Funds, in a combined total amount of $1,409,000.00.

Subject/Discussion:

The Public Works Department is requesting approval to purchase three (3) new vehicles to support the City's solid waste and street sweeping operations. These acquisitions are part of the City's ongoing fleet replacement strategy to improve service reliability, operational efficiency, and environmental sustainability.
The proposed purchases include:

1. **One (1) Elgin CNG Crosswind Sweeper** – This vehicle will enhance the City's Street sweeping capabilities while aligning with sustainability goals with compressed natural gas (CNG), which reduces emissions and fuel costs.

2. **One (1) 2026 Peterbilt 520 New Way 40 Refuse Truck** – This unit will replace aging refuse collection equipment, offering improved durability, fuel efficiency, and modern safety features to support daily solid waste operations.
3. **One (1) 2026 Peterbilt 520 Bridgeport Automated Side Loader (ASL)** – This truck will further modernize the fleet with automated collection capabilities, reducing labor costs and increasing route efficiency. The purchase includes $10,000 in upfit modifications to meet operational requirements.

Financial Consideration(s):

The total combined cost for the purchase of three (3) vehicles to support the City's Refuse and Street Sweeping operations is **$1,409,000.00**. All purchases will be funded through the **Refuse Enterprise Fund**.

Breakdown of costs:

- **Elgin CNG Crosswind Sweeper**: $578,000.00
- **2026 Peterbilt 520 New Way 40 Refuse Truck**: $406,000.00
- **2026 Peterbilt 520 Bridgeport Automated Side Loader (ASL)**: $425,000.00

Alternatives or Pros/Cons:

Pros:

- **Modern Fleet** – Replaces outdated, unreliable vehicles.
- **Efficiency Gains** – Faster, more productive operations.
- **Cleaner Air** – CNG sweeper reduces emissions.
- **Cost Savings** – Lower fuel and maintenance expenses.
- **Safer Equipment** – Enhanced safety and ergonomics for operators.

Cons:

- None noted.

Commission/Board Recommendation:

N/A.

Staff Recommendation:

Staff recommends the purchases of the following vehicles for the Public Works Department, using Refuse Enterprise Funds, in a combined total amount of $1,409,000.00.

Attachments:	**Review:**	**Date:**
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☒ Other	☒ Finance	10/28/2025
Budget Amendment		
Quotes		
Sourcewell Agreements		

CITY OF LEMOORE
BUDGET AMENDMENT FORM

Date:	10/23/2025	Request By:	Jamar Hugie
Requesting Department:			

TYPE OF BUDGET AMENDMENT REQUEST:

- ☐ Appropriation Transfer within Budget Unit
- ☑ One Sided Journal Increase/Decrease
- ☑ All other appropriations (Attach Council approved Staff Report)
- ☐ Expenditure to Expenditure or Revenue to Revenue

FROM:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
			$ -

TO:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
5200-880-0000-00000-560200	$ 406,000.00	$ 1,003,000.00	$ 1,409,000.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Allocating funds for the purchase of Refuse/Sweeper Vehicles.

APPROVALS:

Department Head:	Date:
City Manager:	Date:
Entered By:	Date:
Approved By:	Date:

HAAKER EQUIPMENT

4490 SOUTH K STREET, TULARE, CALIFORNIA 93274
(559) 220-8987 ~ HAAKER.COM

QUOTE
SEPTEMBER 22, 2025

TO: CITY OF LEMOORE
711 W. CINNAMON DRIVE
LEMOORE, CA 93245

ATTN: MR. CHRIS BANUELOS
(559) 924-6744
EMAIL: cbanuelos@lemoore.com

IN ACCORDANCE WITH YOUR REQUEST, WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION AND APPROVAL.

ONE (1) ELGIN CNG CROSSWIND SWEEPER

DUAL SIDEBROOMS & DUAL STEERING. MOUNTED ON A NEW 2027 CNG FREIGHTLINER M2 CHASSIS. UNIT TO INCLUDE THE FOLLOWING STANDARD AND OPTIONAL EQUIPMENT.

STANDARD FEATURES INCLUDED:

- ALTERNATOR, 95 AMP
- BACKUP ALARM, ELECTRIC
- BLOWER, 20,000 CFM RATING WITH LINATEX LINED HOUSING
- BROOMS, HYDRAULIC ROTATION
- BROOMS, DUAL
- BROOM MEASUREMENT RULER
- CONSOLE, W/ROCKER SWITCHES FOR ALL SWEEP FUNCTIONS, INCLUDING MEMORY SWEEP WITH FULL GAUGE PACKAGE INCLUDING TACHOMETER, ENGINE HOUR METER, OIL PRESSURE INDICATOR, COOLANT TEMPERATURE, VOLTMETER AND FUEL LEVER INDICATOR, WATER LEVEL GAUGE AND WARNING LIGHTS FOR HOPPER PRESSURE CONTROLS AND MANUAL RESET CIRCUIT BREAKERS
- DOORS, ACCESS FIBERGLASS DOORS PROVIDE EASYSERVICE AND MAINTENANCE ON AUXILIARY ENGINE, HYDRAULIC AND ELECTRICAL SYSTEM
- ELECTRONIC THROTTLE, SWEEP RESUME/SWEEP TRANSPORT/REVERSE PICK-UP
- HOPPER REAR DOOR, HYDRAULICALLY OPENED/CLOSED ANDLOCKED/UNLOCKED WITH EXTERNAL CONTROLS.
- HOSE, HYDRANT FILL, 16' 8" WITH COUPLING
- IN-CAB HOPPER DUMP
- LED CLEARANCE LIGHTS
- LIGHTS, REAR CLEARANCE AND REAR IDENTIFICATION
- MANUALS, OPERATOR AND PARTS
- MIRRORS, WEST COAST TYPE WITH 8" CONVEX INSERTS, 1 EACH SIDE
- PICK-UP HEAD, HYDRAULICALLY OPERATED, 14" (355 MM) OUTSIDE DIAMETER PRESSURE HOSE, 12-3/4" (324MM) INSIDE DIAMETER SUCTION HOSE WITH QUICK DISCONNECT ON SUCTIONS SIDE
- CHASSIS PAINTED STANDARD WHITE
- RED LOGO
- SPRAY NOZZLES, SIXTEEN (16), SEVEN (7) IN THE PICK-UP HEAD, THREE (3) IN THE SUCTION NOZZLE, THREE (3) AT EACH SIDE BROOM
- SIDE BROOM OUTER POSITION STOP
- TRANS OIL COOLER
- IN-CAB CONTROLLED VACUUM ENHANCER
- WATER TANK, MOLDED POLYETHYLENE, 240 GALLONS (907L)
- WATER PRE-FILTER, HYDRANT FILL HOSE
- AM/FM/CD RADIO
- LEFT HAND FENDER MIRROR
- RIGHT AND LEFT HAND HEATED AND REMOTE-CONTROLLED MIRRORS
- STANDARD ELECTRIC HORNS
- SWEEPER PAINTED STANDARD WHITE
- SWEEPER - OPERATOR MANUAL
- SWEEPER PARTS MANUAL

ADDITIONAL FEATURES INCLUDED

- ☐ CROSSWIND-J-ALT-FUEL
- ☐ CROSSWIND DUAL CNG
- ☐ BATTERY DISCONNECT SWITCH SWEEPER
- ☐ 5 LB. FIRE EXTINGUISHER
- ☐ AUTO LUBE SWEEPER AND CHASSIS
- ☐ 12" CONVEX MIRRORS
- ☐ BATTERY DISCONNECT - CHASSIS
- ☐ RIGHT HAND SIDEBROOM TILT
- ☐ 16' 8" FILL HOSE
- ☐ HYDRANT WRENCH
- ☐ SLOW MOVING VEHICLE SIGN
- ☐ TOOL KIT
- ☐ TOOLBOX W/TOOLS
- ☐ HOPPER DELUGE
- ☐ 6" HOPPER DRAIN
- ☐ LEFT HAND SIDEBROOM TILT
- ☐ ELGIN RED LOGO
- ☐ LIFELINER HOPPER SYSTEM W/WARRANTY
- ☐ PM-10 COMPLAINT WATER SYSTEM
- ☐ SWEEPER PAINTED STANDARD WHITE
- ☐ CAB STANDARD WHITE
- ☐ CROSSWIND CNG PARTS BOOK
- ☐ OPERATORS' MANUAL
- ☐ AIR PRODUCTS MACHINE DELIVERY PACKET
- ☐ ELGIN SAFETY MANUAL
- ☐ CROSSWIND SERVICE MANUAL
- ☐ M2 PARTS BOOK
- ☐ M2 OPERATOR BOOK
- ☐ M2 SERVICE MANUAL
- ☐ BROOM MEASUREMENT RULER
- ☐ CNG MANUAL PACKAGE
- ☐ TRIANGLE REFLECTIVE FLARES (3)
- ☐ WIRE/MOUNT (2) REAR & LED, ARROWBOARD

UNIT PRICE:	$ 533,172.00
SALES TAX (8.250%):	$ 43,986.69
TOTAL PRICE F.O.B. LEMOORE, CA:	$ 577,158.69

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: PRICE IS GOOD FOR 30 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

TAXES: ANY SALES TAX SHOWN IS SUBJECT TO CHANGE. SALES TAX WILL BE CALCULATED AND CHARGED BASED ON CURRENT RATES FOR THE LOCATION OF THE SALE AT TIME OF INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TO BE DETERMINED **TERMS:** NET TERMS OR APPROVED FINANCING

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: George Lopez _____ **DATE:** _____

GEORGE LOPEZ
SALES AREA MANAGER

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

Elgin Sweeper Company

DocuSigned by:
By: David Panizzi
67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

CUSTOMER PROPOSAL

E.M. Tharp Inc., d.b.a. Golden State Peterbilt
15243 Road 192
Porterville, CA 93257
(559) 782-5800

Quote #: DE-02332
Date: 10/13/2025
Sale Type: Cash
Salesperson: Chad Everett
Customer PO#:

Bill To: 14410TS
CITY OF LEMOORE
711 W CINNAMON DR
LEMOORE CA 93245-9587
P:(559) 423-3618
cbanuelos@lemoore.com

Ship To:
CITY OF LEMOORE
711 W CINNAMON DR
LEMOORE, CA 93245-9587

Thank you for the opportunity! We look forward to working with you. Please accept the following proposal:

Stock#: TBD VIN:TBD Axles: 4 **2026 Peterbilt 520** **BodyType: GG**

Base Price:		**$199,273.00**
New Way 40		$159,981.00
Flooring Interest		$8,800.00
Delivery Fee		$750.00
Paccar Protection 1 6/200		$2,624.00
6 Year Towing		$2,530.00
Paccar Aftertreatment 6/200		$1,326.00
Per Unit:		**$375,284.00**

Total Base Price	**$375,284.00**
Tire Recycling Fee	$21.00
Documentation Fee	$45.00
Sales Tax (8.25%)	$29,671.04
Admin Fee	$350.00
Total	**$405,371.04**

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

Proposal Valid for: 5 Days

*See DISCLAIMER

GOLDEN STATE PETERBILT
Peterbilt
FRESNO · PORTERVILLE · BAKERSFIELD

CUSTOMER PROPOSAL

E.M. Tharp Inc., d.b.a. Golden State Peterbilt
15243 Road 192
Porterville, CA 93257
(559) 782-5800

Quote #: DE-02252
Date: 10/07/2025
Sale Type: Cash
Salesperson: Chad Everett
Customer PO#:

Bill To: 14410TS
CITY OF LEMOORE
711 W CINNAMON DR
LEMOORE CA 93245-9587
P:(559) 423-3618
cbanuelos@lemoore.com

Ship To:
CITY OF LEMOORE
711 W CINNAMON DR
LEMOORE, CA 93245-9587

Thank you for the opportunity! We look forward to working with you. Please accept the following proposal:

Stock#: TBD VIN:TBD
Axles: 3

2026 Peterbilt 520
BodyType: GS

Base Price:		**$189,103.00**
Bridgeport ASL		$179,400.00
Flooring Interest		$8,800.00
Delivery Fee		$750.00
9486026 Paccar Towing/Mobile Servicet 6		$2,760.00
9486969 Paccar Protection 1 6/150		$1,902.00
9486976 Paccar Aftertreatment 6/150		$1,230.00
Per Unit:		**$383,945.00**

Total Base Price	**$383,945.00**
Tire Recycling Fee	$17.50
Documentation Fee	$45.00
Sales Tax (8.25%)	$30,434.09
Admin Fee	$350.00
Total	**$414,791.59**

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

+$10,000
Upfit
Routeware
Paint Work
Etc.

Proposal Valid for: 5 Days

*See DISCLAIMER

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Peterbilt Motors Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: DD52CB0924194DD...
By: _____	By: _____
Jeremy Schwartz	Phill Hall
Title: Chief Procurement Officer	Title: National Fleet Sales Manager
Date: 7/5/2024 | 11:29 PM CDT	Date: 7/5/2024 | 2:26 PM CDT

DocuSign Envelope ID: 9BB83347-9852-442D-ABE7-863BAFA32866

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Peterbilt Motors - MD Sales
Does your company conduct business under any other name? If yes, please state:	TX
Address:	3200 Airport Road Denton, TX 76205
Contact:	Phillip Hall
Email:	phillip.hall@paccar.com
Phone:	940-367-5665
Fax:	940-367-5665
HST#:	

Submission Details

Created On:	Thursday February 08, 2024 08:16:30
Submitted On:	Thursday March 28, 2024 09:59:08
Submitted By:	Phillip Hall
Email:	phillip.hall@paccar.com
Transaction #:	7e53e445-46c2-4228-b451-099b1f022cfa
Submitter's IP Address:	71.14.148.40

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Peterbilt Motors Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8K065	*
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205	*
6	Proposer website address (or addresses):	http://www.peterbilt.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry s most durable and reliable trucks, assembled to the highest quality standards by the industry s proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.	*
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership PACCAR had an outstanding year in 2022. The company's revenues of $28.82 billion and net income of $3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record $13.17 billion. PACCAR's financial performance has enabled the company to declare $8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of $588.9 million, including $6.22 billion of new loan and lease volume. In 2022, capital investments were $505 million and research and development expenses were $341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights • Worldwide net sales and revenues were $28.82 billion in 2022 compared to $23.52 billion in 2021, primarily due to higher truck and parts revenues. • Truck sales were $21.49 billion in 2022 compared to $16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. • Parts sales were $5.76 billion in 2022 compared to $4.94 billion in 2021 reflecting higher demand and price realization in all markets. • Financial Services revenues were $1.51 billion in 2022 compared to $1.69 billion in 2021, primarily due to lower used truck sales. • In 2022, PACCAR earned net income for the 84th consecutive year. Net income was $3.01 billion ($5.75 per diluted share) in 2022 compared to $1.87 billion ($3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. • Capital investments were $505.0 million in 2022 compared to $511.8 million in 2021. • After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. • Research and development (R&D) expenses were $341.2 million in 2022 compared to $324.1 million in 2021. See attached 01-PACCAR Annual Report *
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive). *
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive). *
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO *

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. • The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) • Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) • Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) • Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.	*
20	What percentage of your sales are to the governmental sector in the past three years	2%	*
21	What percentage of your sales are to the education sector in the past three years	<1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell. Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kent County Road Commission	Steve Roose	616-481-5368	*
Montcalm County Road Commission	Mark Christensen	616-835-6654	*
McHenry County DOT	Benjamen Justen	815-334-4977	*
Village of Northfield Illinois	John Rikje	224-707-2645	
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	$955,750	*
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	$2,018,482	*
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987	*
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	$1,854,965	*
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	$930,620	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium- Duty Sales Council.	*
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations	*
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be coordinated and managed by an authorized Petertbilt Dealer sales person.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer s ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt s dealer locator on the company s website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt s dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535,536,537,548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel.

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate
satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt s proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum
comfort while also reducing emissions and lowering fuel costs.
The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When
the engine is off, SmartAir provides quiet, effi cient, high-power cooling capacity for up to 10 hours on a single charge.
Peterbilt s SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD
display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt s existing sleeper HVAC systems, resulting in increased cooling performance,
enhanced reliability, reduced maintenance and lower overall operating costs. SmartLinq:
SmartLINQ and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilizes forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead.
Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HIDs provide
the best available forward visibility, while LEDs provide superior wide-range/close-range lighting Predictive Cruise:
Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns.Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for it's frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.
Standard technology on Peterbilt trucks that provide value to fleets:

FRAME
Steel rails with gussets to maximize RBM.
Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames.
Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.
Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
Silicone radiator and heater hoses enhance value, durability and reliability.
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
Constant tension and torque band clamps reduce leaks.
Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.
Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.
This design improves reliability and offers increased functionality.
Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
Braided chassis harness cover provides durability.
Convoluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability.
Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
One piece roof reduces potential for leaks.
Lap seam construction and aircraft fasteners has greater clamp load than rivets.
Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance.
Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR
LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior.
Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT
Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over $1.11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt’s full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested $800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including $35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company s manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service…. The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be $10,000+ in list price. Aggressive deep-lug all terrain tires can add $5,000+. For BEV battery pack prices can vary $20,000+ due to range size.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is $200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. (List Price x % off) = Discount ($200,000 X 15%) = $30,000 (List Price – Discount) = Sourcewell Price ($200,000 - $30,000) = $170,000	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed $7,000 for Bodies & Accessories.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to offer the flat $500/truck administrative fee that was provided for our current Sourcewell contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed- trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed- trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump- trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy- tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap- seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. • Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. • Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. • Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. • Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. • Two frame mounted tow pins standard. STEER AXLE • Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. • Factory front axle alignment to improve handling and reduce tire wear. • Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. • Greaseless spring pins reduce maintenance and improve ride quality. • Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

- DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS
- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM
- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS
- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM
- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for
each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD
- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR
- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & $50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately $1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmarLinq adminstrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.	*
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	Peterbilt does not offer Class 4 chassis.	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	Peterbilt does not offer Class 5 chassis.	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Peterbilt does not offer Class 3 chassis.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- Financial Strength and Stability - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- Marketing Plan/Samples - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- WMBE/MBE/SBE or Related Certificates - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- Warranty Information - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive, Lemoore, California 93245 ● (559) 924-6744 ● Fax (559) 924-9003

Staff Report

Item No: 4-6

To: **Lemoore City Council**

From: **Christal Schisler, Management Analyst**

Date: **October 24, 2025** **Meeting Date:** **November 4, 2025**

Subject: **SB-1 2025 Road Maintenance Task Order**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☒ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
Approve the task order between the City of Lemoore and A&M Consulting Engineers for engineering services related to the SB-1 2025 Road Maintenance & Resurfacing Project.

Subject/Discussion:
The City of Lemoore proposes entering into a Task Order agreement with A&M Consulting Engineers for engineering services related to the SB-1 2025 Road Maintenance & Resurfacing Project. This initiative focuses on improving roadway conditions, pedestrian safety, and traffic control measures along Fox Street and 19th Avenue.

Project Scope Highlights:

- **Fox Street Improvements:**
  - Overlay from Hanford-Armona Road to Brentwood Street
  - Micro surfacing from Brentwood Street to Cinnamon Drive
  - Curb, gutter, and sidewalk repairs
  - Signing, striping, and pavement markings

- **19th Avenue Improvements:**
    - Overlay from Cinnamon Drive to D Street
    - Signing, striping, and pavement markings

A&M Consulting Engineers will provide:

- Conceptual and civil engineering design
- Environmental compliance (CEQA documentation if required)
- Pavement evaluation and cost estimating
- Coordination with utilities and city staff
- Construction engineering and administration, including inspection and contract management

Financial Summary:

- Tasks 1–7 (Design & Documentation): Lump sum not to exceed $129,920
- Task 8 (Construction Engineering & Admin): Lump sum not to exceed $64,960
- Total Project Cost: $194,880

Financial Consideration (s):

This project will be funded with SB1 funds.

Pros

- Comprehensive Engineering Services
    - Design construction administration for smooth project delivery.
- Improved Roadway and Pedestrian Safety
    - Improves road conditions, pedestrian access, and traffic control.
- Phased Review and Collaboration
    - Allows for iterative feedback at 60%, 90%, and 100% design stages.
- Cost Transparency and Budget Control
    - Lump sum pricing ensures budget transparency and control.
- Environmental and Regulatory Compliance
    - Includes CEQA documentation and Caltrans standards adherence.

Cons

N/A

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the Council approve the task order between the City of Lemoore and A&M Consulting Engineers for engineering services related to the SB-1 2025 Road Maintenance & Resurfacing Project.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☒ Other Task Order	☒ Finance	10/28/2025

August 13, 2024

CITY OF LEMOORE PUBLIC WORKS

TASK ORDER

SB-1 2025 Road Maintenance & Resurfacing

Project Understanding

The City of Lemoore seeks to improve the roadways, pedestrian facilities, and traffic control measures on Fox Street and 19th Avenue. The project includes the following specific tasks:

Fox Street:

- Overlay from Hanford-Armona Road to Brentwood Street.
- Micro Surfacing Treatment from Brentwood Street to Cinnamon Drive.
- Curb, Gutter, and Sidewalk Repairs along Fox Street where needed.
- Signing, Striping, and Pavement Markings along the project limits of Fox Street.

19th Avenue:

- Overlay from Cinnamon Drive to D Street.
- Signing, Striping, and Pavement Markings along the project limits of 19th Avenue.

The objective of this project is to enhance the pavement condition, prolong the service life of the roadways, improve pedestrian safety and accessibility, and ensure that traffic control measures are properly designed and implemented.

Scope of Services

The specific tasks that A&M will complete for this project is as follows:

Task 1 – Project Initiation (Conceptual design)

All CAD drawings will be developed in accordance with A&M's CAD standards.

- A&M will perform a second site visit to assess the conditions involving the design of the project.
- Develop a list of issues and questions and coordination items prior to beginning design.
- A&M will identify all necessary improvements that are needed for a complete design.
- Prepare and submit an initial project schedule.
- Define City and Consultant responsibilities.
- Review and discuss Scope and Budget.

Task 2 - Environmental Compliance

CEQA Documentation: If required, prepare appropriate environmental documents to ensure compliance with the California Environmental Quality Act (CEQA).

Task 3 – Topographic Survey/ Pavement Evaluation

It is understood that the project is not expected to contain a Topographic Survey of the Streets to be maintained; however, if existing improvements may need to be altered or improved, A&M may perform the necessary Topographic Surveys to gather the necessary information to complete the required construction documents.
A&M will review the City's existing Pavement Management System and compare existing conditions with proposed pavement maintenance solutions. A&M will not be providing any Soils Reports to identify existing "R" values. If any Soils Reports/Cores are deemed necessary, A&M can provide this service with a separate task order.

Task 4 – Preliminary Engineering Design

Under this task A&M will perform all the services necessary to move forward into the Civil Design. Items that need to be addressed include but are not limited to preliminary basis of design to coordinate the design approach, PS&E set-up, and mutual expectations. The preliminary basis of design will be finalized after this Task and be used to ensure that both parties are in agreement as the project moves into full civil engineering design.

Task 5 – Civil Engineering Design

Under this Task A&M will perform all services necessary to complete the civil engineering design of the project in accordance with the goals and objectives stated herein. The City expects A&M to submit a complete set of Construction Documents to the City for review at 60%, 90%, and 100% stages. Task 5 shall include but not be limited to the following services:

- Civil Engineering Design
    - It is anticipated that design will need to include some review of existing signage and striping, review of existing pavement conditions, slurry, chip seal, or micro seals.

- Complete all improvement plans and construction details for City review and comment.
    - Cover Sheet – Shall include general notes, legend abbreviations, project title, project benchmark used and its location, sheet index, overall project map with sheet limits shown, vicinity map, utility company contacts, applicable permits, and other items as determined by the City.

    - Civil Plan Drawings – These drawings shall show all proposed improvements (Plan scale will most likely be 1" = 40'. Some areas may require larger scales to show the appropriate amount of detail required for construction, scales to be determined by A&M and approved by City). The existing topographic survey information is not expected to be used in the plans unless existing improvements are deemed necessary.

The Civil Engineering Design plan set will provide sufficient detail to adequately direct all construction activities. A&M will be responsible for clearly defining the scope of services that are included under this task.

Task 6 – Cost Estimate

Under this task A&M will prepare the Engineer's Estimate for City review, and address the comments received from the City at each submittal stage.
At a minimum, A&M will provide the project specific language for the following portions:

- Engineer's Estimate for the Project.
    - Bid item descriptions for each bid item.
    - The bid item schedule for the project.
    - Payment and unit cost for each bid item.

Task 7 – Correspondence and Meetings

Under this task, A&M will be responsible for coordinating with all utilities, the City, and all other required organizations and entities to complete the project plans. A&M will adhere to the following meetings with the City as a minimum:

- Preliminary Engineering Design 1 meeting (Can be done via phone), A&M prefers in person.
    - Meetings with City, utility companies, and other agencies to discuss issues associated with the Project, if needed.
    - Meeting to present preliminary drawings and project plan to City staff for comment and additional input. Present the consultant's preliminary basis of design.

- Civil Design – 3 Meetings (Can be done via phone)
    - One meeting at each submittal stage
    - A&M to update the City on the project
    - A&M to receive comments and additional input from City staff on submitted work.

- Additional Meetings
    - If necessary, A&M shall request any additional meetings that they anticipate will be needed to complete the project.

Task 8 - Construction Engineering & Administration

Under this task, A&M will will be responsible for coordinating with the Contractor, the City and all other required organizations and entities to complete the project.

- **A&M Project Records Filling Index:**

    - Award Package
    - Project Personnel
    - Correspondence
    - Weekly Record of Working Days
    - Quality Assurance
    - Engineer's Daily Reports
    - Photographs
    - Contract Item Pay Quantity Documents
    - Contract Change Orders
    - Progress Pay Estimates
    - Labor Compliance and EEO Records

- **Preconstruction Conference Agenda:**

    - Safety
    - Equal Employment Opportunity
    - Labor Compliance
    - Subcontracting
    - Contract Training (Apprentice) Goals
    - DBE
    - Environmental Concerns
    - Water Pollution Control
    - Traffic or Pedestrian Handling

- **Construction Management & Inspection, Construction throughout Project Closeout:**

    - A&M Will comply with the requirements for construction management and resident engineer services outlined in Caltrans publications including "Local Assistance Procedures Manual"
    - Review Contractor's construction schedule
    - Review and approve change orders
    - Respond to RFI's
    - Collect all material certifications
    - Monitor construction cost.
    - File project closeout documents as required
    - File progress payments and collect weigh tickets
    - Collect Certificates of insurance.\

- **Contract Management:**

    - A&M will receive and review contractor's monthly pay application and review quantities of work.
    - A&M will provide labor compliance services, reviewing the contractor's submitted certified payroll and provide field interviews

- **Construction Observer:**
  - A&M will provide a construction observer who will conduct site observations of work to ensure compliance with contract documents.

Services Outside of this Task Order
Services not included under our scope of work, but that may be provided upon request, include the following:

- Special Environmental Documents or Studies
- Corner Records/ Monument Preservation
- Creation of As-built plans/ Record Drawings
- Construction testing
- Geotechnical Report
- Dust Control Plan
- Preparation of Stormwater Pollution Prevention Plan (SWPPP)
- Construction Surveying or Staking
- Aerial Drone Inspections/ Photogrammetry

Professional Services Fee

A&M Consulting Engineers will provide the engineering services described in the Scope of Services with the following breakdown. Any items not included in the scope of work can be included with a separate proposal or charged on a time and material (T&M) as outlined in the Master Agreement.

Task 1 - 7: Construction Documents (Plans, Specifications, & Estimates)	**Lump Sum Not to Exceed $129,920**
Task 8: Construction Engineering & Administration - This task is contingent on a 90 day construction schedule and is subject to change in the case of construction delays.	**Lump Sum Not to Exceed $64,960**

This task order is ONLY Valid for 30 days from today, August 13. 2024

Schedule
Once we receive a signed Task Order we will begin to schedule work. One of the first orders of work will be the preparation of a detailed schedule for the project.

Best regards,

A&M CONSULTING ENGINEERS
Orfil Muniz, PE, QSD, QISP, sUAS
Principal Civil Engineer

By Signing Below, you hereby authorize A&M Consulting Engineers to proceed with the described scope of work as described above.

_____

Frank Rivera | City of Lemoore | Public Works Director (Signature) (Date)

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744

Staff Report

Item No: 4-7

To: **Lemoore City Council**

From **Marissa Trejo, City Manager**

Date: **October 27, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Resolution 2025-34 – Outline Benefits for Unrepresented Employees of the City of Lemoore**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
Adoption of Resolution 2025-34, a Resolution of the City Council of the City of Lemoore outlining benefits for unrepresented employees and approving benefit changes effective January 5, 2026.

Subject/Discussion:
Resolution 2025-34 serves to restate existing benefits and implement updates for unrepresented employees beginning January 5, 2026.

Key changes and additions include:

1. **Updated Salary Assignments** – Reclassification of unrepresented positions within the City's salary schedule to reflect current market and internal equity adjustments.
2. **Bilingual Pay** – Addition of a 3.5% pay differential for designated positions upon successful completion of a bilingual skills assessment (Spanish).
3. **Education Incentive Pay** – Implementation of up to 5% additional pay based on attainment of degrees above the required education level for each position.
4. **Longevity Bonuses** – Establishment of $5,000 milestone bonuses for every five years of continuous service beginning at 10 years.
5. **Certificate Pay** – A 5% pay differential for Superintendents possessing a valid California Class B driver's license.

6. **Vacation Accrual and Cash-Out** – Revised accrual caps and the option for employees to cash out up to 40 hours of vacation leave annually.
7. **Health Benefit Contributions** – Adjusted City contribution rates to reflect tiered coverage levels ($1,350 employee-only, $1,800 employee + one, $2,100 family).

All other benefits currently in effect—including floating holidays, management leave, deferred compensation match, life insurance, tuition reimbursement, and homebuyer program—will remain unchanged.

Financial Consideration(s):
The proposed changes will result in modest fiscal impacts due to added incentives (bilingual pay, longevity bonuses, and education pay). These costs are expected to be absorbed within departmental salary and benefits budgets and are consistent with compensation adjustments provided to represented employee groups.

Alternatives or Pros/Cons:
Pros:
- Improves Recruitment and Retention
- Enhances Equity and Consistency

Cons:
- Increased Fiscal Impact

Commission/Board Recommendation:
N/A

Staff Recommendation:
Staff recommends that the City Council adopt Resolution 2025-34, a Resolution of the City Council of the City of Lemoore outlining benefits for unrepresented employees and approving benefit changes effective January 5, 2026.

Attachments:	Review:	Date:
☒ Resolution: 2025-34		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☐ Other	☒ Finance	10/28/2025
List:		

RESOLUTION NO. 2025-34

A RESOLUTION OF THE LEMOORE CITY COUNCIL OUTLINING BENEFITS FOR THE UNREPRESENTED EMPLOYEES OF THE CITY AND APPROVING CHANGES

WHEREAS, the City of Lemoore, through its City Manager, seeks to outline the benefits provided to unrepresented employees of the City; and

WHEREAS, the City of Lemoore, through its City Manager, seeks to make additional changes to the benefits provided to unrepresented employees; and

WHEREAS, the City Council now desires to formally outline existing benefits and approve changes reflected in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemoore as follows:

Non-Represented Employee Positions within the City of Lemoore:

Confidential – FLSA Non-Exempt
Administrative Assistant II/Fire Prevention Inspector
Executive Assistant
Human Resources Assistant
Human Resources Generalist
Payroll Technician

Mid-Management – FLSA Exempt
Accountant
Assistant Public Works Director
City Clerk/Executive Assistant
Community Services Manager
Emergency Dispatch Supervisor
Finance Manager
Information Technology Analyst
Information Technology Manager
Management Analyst
Recreation Manager
Police Captain
Police Lieutenant
Police Records Supervisor
Superintendent
Wastewater Chief Plant Operator

Management/Department Head – FLSA Exempt

City Manager*
Community Development Director
Finance Director
Police Chief*
Public Works Director

*Some benefits may differ based on Employment Agreement

Benefits currently in effect and to remain in effect:

1. Floating Holidays

   All Non-Represented employees shall earn forty (40) hours of Floating Holiday each fiscal year. Floating Holiday hours are "use it or lose it" and shall not roll from one fiscal year to another.

2. Health Benefits

   The City's Contribution to the employee health benefits covered by the City's cafeteria plan will be capped at one thousand seven hundred ten dollars ($1,710.00) per month for the covered plan year for all Non-Represented employees.

   Employees who retire with CalPERS, within one hundred twenty (120) days of retirement from the City of Lemoore, may continue to be covered by the same health insurance program and provisions as acting employees with premiums being paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

3. Health Opt-Out Benefit:

   The City no longer provides health opt-out benefits to new employees or to those who do not currently receive the health opt-out benefit. Currently it will be defined as those employees receiving the health opt-out benefits as of October 15, 2017. Employees who currently receive the health opt-out benefit, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt-out benefit payments shall remain at the same rate of $359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

4. Recreation Registration Fees

   Non-Represented employees shall pay no registration fees for dependent children for City operated recreation programs.

5. Facility Rental

Non-Represented employees may rent City facilities for a cumulative total of six (6) hours, free of charge with no facility rental fee, once per year. Availability is not guaranteed and is on a first come/first served basis.

6. Management Leave

Mid-Management Employees shall earn sixty-four (64) hours of Management Leave each fiscal year.

Management/Department Head Employees shall earn eighty (80) hours of Management Leave each fiscal year.

Management Leave hours are "use it or lose it" and shall not roll from one fiscal year to another.

7. 457 Deferred Compensation Match

The City will provide a dollar-for-dollar match of up to two percent (2%) of Confidential and Mid-Management Employee's base wages for voluntary contribution into the deferred compensation program. The City Match will be capped at 2%.

The City will provide a dollar-for-dollar match of up to four percent (4%) of Management/Department Head Employee's base wages for voluntary contribution into the deferred compensation program. The City Match will be capped at 4%.

8. Retirement

The City participates in the California Public Employee's Retirement System (CalPERS).

The Police Lieutenant, Police Captain and Police Chief positions are part of the City's Safety Plan with CalPERS. All other Non-Represented positions are part of the City's Miscellaneous Plan.

Classic Members are those employees who became members of CalPERS prior to January 1, 2013 and meet CalPERS eligibility requirements for Classic membership. Employees who became members of CalPERS on January 1, 2013, or thereafter, are considered New or PEPRA Members.

The Classic Miscellaneous Plan is 2% at 55. The New/PEPRA Miscellaneous Plan is 2% at 62.

The Classic Safety Plan is 2% at 50. The New/PEPRA Miscellaneous Plan is 2.7% at 57.

The City pays the Employer portion of the plan as defined by CalPERS and the employees pay the Employee portion of the plan as defined by CalPERS.

9. State Disability Insurance

The City pays the State Disability Insurance (SDI) premium on behalf of all Non-Represented employees.

10. Designated Holidays

For all Non-Represented employees, designated holidays are as follows and are reflective of the employee's designated number of work hours:

New Year's Day	Martin Luther King Jr Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day

11. Sick Leave

Sick Leave accruals are to be earned as directed by the City of Lemoore Personnel Guidelines. All available sick leave may be used for employee or a qualifying family member.

12. Vacation Leave

Vacation time is accrued bi-weekly from the time of hire and the schedule is shown below:

Months of Service	Days of Vacation per Year	Bi-Weekly Accrual	Maximum Accrual
0-24 months of service	12	3.70 hours	176 hours
25-48 months of service	14	4.31 hours	208 hours
49-108 months of service	16	4.93 hours	240 hours
109-168 months of service	19	5.85 hours	288 hours
169-239 months of service	20	6.16 hours	304 hours
240 months & above	21	6.47 hours	320 hours

13. Uniform Allowance

For Police Lieutenants, Police Captains and Police Chief, the City shall pay an annual uniform allowance of $1,200.00 payable the last pay period of November.

For Emergency Dispatch Supervisor and Records Supervisor, the City shall pay an annual uniform allowance of $700.00 payable the last pay period of November.

For Superintendents, the City shall either provide uniforms and the maintenance of such uniforms, OR the City shall pay an annual uniform allowance of $500.00 payable the last pay period of November.

14. Boot Allowance

For Superintendents, the City agrees to pay $200.00, per fiscal year, boot allowance, payable by reimbursement upon presentation of a valid receipt.

15. Life Insurance

The City provides all Non-Represented employees with City paid term life insurance coverage in the amount of fifty thousand dollars ($50,000) with the option for the employee to purchase additional coverage.

16. Automobile Assignment

The City Manager may, at his/her discretion, assign a City vehicle to any Non-Represented employee OR provide a vehicle allowance, not to exceed five hundred dollars ($500.00) per month, to any Management/Department Head employee.

17. Cell Phone

The City Manager may, at his/her discretion, assign a City cell phone to OR provide a monthly cell phone allowance, not to exceed fifty dollars ($50.00) per month, to any Non-Represented employee.

18. Tuition Reimbursement

All Non-Represented employees shall be eligible to receive up to $1,500.00 per fiscal year from lower division coursework, $3,000.00 per fiscal year for upper division coursework, and $5,000.00 per fiscal year for graduate degree coursework, in accordance with the tuition reimbursement program.

19. Home Buyer's Program

Permanent, full-time Non-Represented employees are eligible to apply for and receive a loan in the amount of ten thousand dollars ($10,000.00) to be used for the purchase of a home within City of Lemoore limits. The home purchased must be the employee's primary residence. Any change in residence by the employee or if the employee sells the home, the loan,

or the pro-rata portion of the loan owed at the time, must be repaid to the City within thirty (30) days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees that a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, one thousand dollars ($1,000.00) will be forgiven. After ten (10) years of employment with the City, the loan will be forgiven in its entirety. If employment ceases, either because of termination, resignation, layoff, or for any other reason, prior to the completion of ten (10) years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee agrees that the amounts owed will be deducted automatically from the employee's last pay check as outlined in the promissory note.

After ten (10) years, or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within Lemoore City limits under the same restrictions and terms outlined above.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code Section 1090.

Benefits to be changed or added effective January 5, 2026. All others remain in effect:

1. Salary Assignments

The following positions will be assigned to the following pay grades on the City of Lemoore Salary Schedule:

Position	**Range**
Accountant	80
Administrative Assistant II/Fire Prevention Inspector	67
Assistant Public Works Director	126
City Clerk/Executive Assistant	103
City Manager	Contract
Community Development Director	140
Community Services Manager	122
Emergency Dispatch Supervisor	79
Executive Assistant	85

Finance Director	145
Finance Manager	103
Human Resources Assistant	45
Human Resources Generalist	71
Information Technology Analyst	98
Information Technology Manager	122
Management Analyst	93
Payroll Technician	60
Police Captain	137
Police Chief	153
Police Lieutenant	129
Police Records Supervisor	66
Public Works Director	145
Recreation Manager	98
Superintendent	93
Wastewater Chief Plant Operator	109

2. Bilingual Pay

The following positions are eligible for Bilingual Pay in the amount of 3.5% of base pay, for fluency in Spanish, if applicable:

Administrative Assistant II/Fire Prevention Inspector

City Clerk/Executive Assistant

Executive Assistant

Police Lieutenant

Human Resources Assistant

Human Resources Generalist

Recreation Manager

In order to receive Bilingual Pay, employee must successfully complete bilingual skills assessment administered by the City of Lemoore.

3. Education Incentive Pay

All Non-Represented employees are eligible for Education Incentive Pay if they possess a college degree above what is expected of their position per the City of

Lemoore Job Description for the corresponding position. Below is a summary of positions and expected education requirements:

Position	Education Req
Accountant	Bachelor's Degree
Administrative Assistant II/Fire Prevention Inspector	High School Diploma
Assistant Public Works Director	Bachelor's Degree
City Clerk/Executive Assistant	Associate's Degree
City Manager	Bachelor's Degree
Community Development Director	Bachelor's Degree
Community Services Manager	Bachelor's Degree
Emergency Dispatch Supervisor	High School Diploma
Executive Assistant	Associate's Degree
Finance Director	Bachelor's Degree
Finance Manager	Bachelor's Degree
Human Resources Assistant	High School Diploma
Human Resources Generalist	Associate's Degree
Information Technology Analyst	High School Diploma
Information Technology Manager	Bachelor's Degree
Management Analyst	Bachelor's Degree
Payroll Technician	High School Diploma
Police Captain	Associate's Degree
Police Chief	Bachelor's Degree
Police Lieutenant	Associate's Degree
Police Records Supervisor	High School Diploma
Public Works Director	Bachelor's Degree
Recreation Manager	Bachelor's Degree
Superintendent	High School Diploma
Wastewater Chief Plant Operator	Bachelor's Degree

Employees shall receive Education Incentive Pay in the amount of 2.5% of base pay for possession of a college degree one level above what is expected of their position as stated above. Employees shall receive Education Incentive Pay in the

amount of an additional 2.5% (5% total) of base pay for possession of a college degree two levels above what is expected of their position as stated above. The maximum combined Education Incentive Pay is 5%.

4. Longevity Bonuses

All Non-Represented employees are eligible for Longevity Bonuses in the following schedule:

a. $5,000.00 upon completion of the 10th year of consecutive service to the City of Lemoore;

b. $5,000.00 upon completion of the 15th year of consecutive service to the City of Lemoore;

c. $5,000.00 upon completion of the 20th year of consecutive service to the City of Lemoore;

d. $5,000.00 upon completion of the 25th year of consecutive service to the City of Lemoore;

e. $5,000.00 upon completion of the 30th year of consecutive service to the City of Lemoore.

Longevity Bonuses are not retroactive and will be applied as stated above after completion of consecutive service that is applicable on or after January 5, 2026.

5. Certificate Pay

Superintendents are eligible for premium pay for the possession of a California Class B Driver's License in the amount of 5% of base pay.

6. Vacation Leave

Vacation time is accrued bi-weekly from the time of hire and the schedule is shown below:

Months of Service	Days of Vacation per Year	Bi-Weekly Accrual	Maximum Accrual
0-24 months of service	12	3.70 hours	226 hours
25-48 months of service	14	4.31 hours	254 hours
49-108 months of service	16	4.93 hours	290 hours
109-168 months of service	19	5.85 hours	338 hours
169-239 months of service	20	6.16 hours	354 hours
240 months & above	21	6.47 hours	370 hours

7. Vacation Cash Out

   At the employee's written request, the City will cash out, at the then current rate of pay, up to forty (40) hours of vacation leave.

8. Health Benefits

   The City's Contribution to the employee health benefits covered by the City's cafeteria plan will be capped at one thousand three hundred fifty dollars ($1,350.00) per month for employee only coverage, eighteen hundred dollars ($1,800.00) per month for employee plus one dependent coverage, and twenty one hundred dollars ($2,100.00) per month for employee plus two or more dependent coverage for the covered plan year for all Non-Represented employees.

   Employees who retire with CalPERS, within one hundred twenty (120) days of retirement from the City of Lemoore, may continue to be covered by the same health insurance program and provisions as acting employees with premiums being paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the XXth day of XXXXX 2025 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

ATTEST:

_____
Marisa Avalos
City Clerk

APPROVED:

_____
Patricia Matthews
Mayor

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744 ● Fax (559) 924-6708

Staff Report

Item No: 4-8

To: **Lemoore City Council**

From: **Marissa Trejo, City Manager**

Date: **October 27, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Agreement for Professional Planning Services Consultant and On-Call Consultants**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☒ Fiscally Sound Government	☒ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Award the "Professional Planning Services Consultant" contract to perform the normal functions of a professional City Planner to QK, Inc. and award the "On-Call Consultants" contracts to 4Creeks to perform planning services for various projects assigned by the City as needed, including those projects that require procurement, and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Subject/Discussion:

In August 2025 the City began the procurement process for a "Professional Planning Services Consultant" to perform the normal functions of a professional City Planner and "On-Call Consultants" to perform planning services for various projects assigned by the City as needed. The City received and evaluated eight (8) RFQs for Professional Planning Services Consultant and eight (8) RfQs for On-Call Consultants.

Since June of 2013 QK has provided contract planning services for the City, reviewing development applications, plans, and maps to ensure consistency with the City's General Plan, Zoning Ordinance, State Subdivision Map Act, Housing laws, and CEQA requirements. The QK staff assigned to the City serve as extension of City staff and take on the role of City Planner, preparing staff reports for discretionary planning projects, participating in meetings and regional planning activities, providing assistance with

special projects, and conducting and or overseeing environmental review, and providing analysis and assessments of traffic, City services and infrastructure as needed. QK staff assigned to the City have provided the highest level of service, while maintaining a pleasant working relationship with City staff.

Staff is recommending that City Council continue the partnership with QK and award them the contract for Professional Planning Services Consultant to augment the day to day services provided by the Community Development Department (Planning) and also award On-Call Consultant to 4Creeks. The contracts will include the scope of work outlined below as well as other planning services to be provided as needed for projects that require special expertise and or procurement:

1) Comprehensive and Environmental Planning

2) Processing Land Development Projects and Subdivisions

3) Housing Law/Studies and Grant Projects

4) Landscape Architecture

5) Biology and Environmental Services

6) Surveying/GIS

The procurement for planning consultant services will reduce the number of staff members needed to ensure compliance with state and federal standards, while continuing to provide development consistency and maintain a strong foundation for planning practices in the future.

Financial Consideration(s):
Planning Services and On-Call Services have been budgeted for Fiscal Year 2025-2026.

Alternatives or Pros/Cons:
Pros:

- More cost effective than hiring a full-time staff member with the required qualifications.
- City has direct access to multiple consultant staff members with various areas of expertise that would otherwise require a salaried employee or procurement.

Cons:

- None noted.

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
Award the “Professional Planning Services Consultant” contract to perform the normal functions of a professional City Planner to QK, Inc. and award the “On-Call Consultants” contracts to 4Creeks to perform planning services for various projects assigned by the

City as needed, including those projects that require procurement, and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Attachments:	**Review:**	**Date:**
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☒ Contract	☒ City Manager	10/27/2025
☐ Other	☒ Finance	10/28/2025
List:		

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES CONSULTANT ("Agreement") is effective as of [ ] and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and [QK], a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

City requires the services of a qualified Consultant with a range of expertise necessary to carry out the normal functions of a professional City Planner, including, but not limited to, development review, findings of consistency with local, state and federal law, CEQA review and technical studies, and activities associated with special projects. City issued a Request for Qualifications for Professional Planning Services incorporated herein by reference.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services required by the City as demonstrated in the Proposal attached hereto as Exhibit "A."

The City and the Consultant therefore agree as follows:

1. Scope of Work. City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "B."

2. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

3. City Planner. City designates Consultant's employee [Steve Brandt, AICP] to serve under this Agreement as City Planner of the City of Lemoore. As the designated City Planner, [Steve Brandt] shall be responsible for personally providing or supervising all of Consultant's work under this Agreement and otherwise functioning as the City Planner.

4. Term. Subject to termination under section 10 below, the initial term of this Agreement shall be for the period of three (3) years beginning with the effective date of this Agreement; City shall have the right to extend the term of this Agreement for two consecutive one-year renewal terms.

5. Ownership, Delivery, Release, and Reproduction of Information. All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.

b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.

c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide

declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.

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

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

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget. In no event shall Consultant be paid more than $750,000 over the initial three (3) year term for services provided pursuant to this Agreement.

Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "C." The Consultant's Fee Schedule shown in Exhibit "C" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. CONSULTANT agrees to the fullest extent permitted by law including California Civil Code Section 2782.8, to indemnify, protect, including the cost to defend, and hold harmless the CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by

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the sole negligence, or willful misconduct of the CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope

Coverage shall be at least as broad as the following:

Errors and Omissions Insurance. Not less than $1,000,000 per claim and $1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of $1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

   1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

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2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Vendor's liability policies shall be primary and shall not seek contribution from the City's coverage.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.

4. 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.

b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.

c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.

b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.

c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

11. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City.

12. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has and will maintain in effect all proper licensing and permits necessary to providing the described services. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees.)

b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).

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c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)

d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 and in excess of $2500 for other contracts which involve the employment of mechanics or laborers.)

e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.

f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.

h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

i. Compliance with applicable requirements for the retention of all required records for three (3) years after grantees or sub-grantees make final payments and all other pending matters are closed.

j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of $100,000.)

k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

l. Compliance with debarment and suspension requirements under Executive Orders 12549 and 12689 for award of contracts in excess of $25,000.

m. Compliance with the Byrd Anti Lobbying Amendment (31 U.S.C. 1352) for contracts of $100,000 or more.

n. Compliance with applicable requirements pursuant to section 6002 Solid Waste Disposal Act (42 U.S.C 6962), as amended by the Resource Conservation and Recovery Act.

13. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

14. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall

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be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

15. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

16. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

17. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

18. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

19. Assignment. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

20. No Third-Party Beneficiary Rights. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

21. Waiver. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

22. Non-discrimination. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Planner and other personnel of Consultant working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Planner must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the state-mandated two hour supervisory Prevention of Sexual Harassment training. The designated City Planner will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

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23. Notices. The City department responsible for administering this Agreement is the Community Development Department and all written communications hereunder with the City shall be addressed to the City Manager. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:	CONSULTANT:
CITY OF LEMOORE	QK
MARISSA TREJO, CITY MANAGER	AMBER AGUAYO, CFO/COO
711 W CINNAMON DR.	901 EAST MAIN STREET
LEMOORE, CA 93245	VISALIA, CA 93292
ATTN: CITY CLERK	ATTN: AMBER AGUAYO, CFO/COO

24. Agent of City. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

25. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

26. Conflicts of Interest. Consultant covenants that neither the designated City Planner, nor any officer or principal of Consultant, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Planner is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

27. New and Entire Agreement. Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

28. Signature in Counterparts. This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

29. Guarantee of Authority. The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

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CITY OF LEMOORE

By_____
Marissa Trejo, City Manager

QK

By_____
Aguayo, CFO/COO

Approved as to form:

_____
Christina Smith, City Attorney

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City of
LEMOORE
CALIFORNIA

PROFESSIONAL PLANNING SERVICES

August 13, 2025

Firm Name
Quad Knopf, Inc. dba QK

Office Locations
HQ: 901 E. Main Street | Visalia, CA

Bakersfield, CA
Clovis, CA
Hanford, CA
Merced, CA
Porterville, CA
Kansas City, MO

Contact Information
(559) 733-0440
Steve.Brandt@qkinc.com

Primary Point of Contact
Steve Brandt, AICP
Principal Planner

Type of Organization
C Corporation

Planning Services Experience
53 years

Conflicts of Interest
QK is not aware of any conflicts of interest pertaining to our current contracts or the City. QK is the City's City Engineer, but we don't believe this will result in any conflicts of interest.

August 13, 2025
Marissa Trejo, City Manager | City of Lemoore
711 W. Cinnamon Drive | Lemoore, CA 93245

Lemoore's story is one of thoughtful growth, shaped by its roots as a proud small town and its evolution into a community balancing tradition with transformation. With the General Plan as its blueprint, the City has embraced compact development, integrated neighborhoods, and a growing commercial and industrial business presence, while preserving the character that makes Lemoore home.

QK is proud to have contributed to this chapter of the City's story. Since 2013, Steve Brandt has served as City Planner, supporting the day-to-day decisions and long-term strategies that shape Lemoore's goals. Whether processing development applications, drafting zoning amendments, or guiding projects through CEQA, our team has remained focused on one purpose: helping the City grow deliberately and in alignment with the values expressed in its General Plan.

As Lemoore looks ahead to continued development within its Urban Growth Boundary, to the implementation of housing policy and VMT thresholds, to the strengthening of walkable, park-connected neighborhoods, QK is ready to remain a partner in progress. This proposal reflects not only our qualifications but also our commitment to consistency, responsiveness, and local insight.

We also bring expanded capacity to support the City's evolving needs. Steve will continue in his role as City Planner, now joined by Assistant Planners Susan Long and Kira DaFonte. Together, they offer depth, flexibility, and a shared understanding of what makes planning in Lemoore unique. Behind them is QK's full complement of planners, CEQA specialists, civil engineers, landscape architects, biologists, and GIS analysts—ready to step in on an as-needed basis.

One of Lemoore's greatest strengths is its ability to align land use vision with infrastructure action. QK's integrated model reflects that same strength. Our planning and engineering disciplines work hand-in-hand, enabling seamless collaboration across development review, capital project permitting, zoning, and General Plan updates, and technical studies. It's a model designed not only for efficiency, but for excellence. This next chapter in Lemoore's planning legacy will require experience, vision, and teamwork. We are honored to continue supporting the City in this effort.

Sincerely,

Steve Brandt, AICP
Principal Planner

Amber Aguayo
CFO/COO

P250409

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TECHNICAL APPROACH

TECHNICAL APPROACH

FIRM QUALIFICATIONS

Lemoore isn't just another client; we've walked alongside the City as its trusted planning partner for years. Since our selection in 2013, QK has served as City Planner, guiding development consistent with the General Plan, Zoning Ordinance, and City Council priorities, while supporting the day-to-day operations that help the City function and grow. Our team's experience is not theoretical—it's lived, local, and proven. We bring a rare combination of institutional knowledge, full-spectrum planning capabilities, and a uniquely integrated model where planners, engineers, California Environmental Quality Act (CEQA) specialists, and Geographic Information System (GIS) analysts collaborate on a daily basis. The result is a responsive, efficient team ready to deliver land use solutions, environmental compliance, capital project support, and long-range planning in a way that reflects both the letter and spirit of Lemoore's evolving vision.

SUMMARY OF SERVICES

A DAY IN THE LIFE: PLANNING SERVICES THAT WORK THE WAY LEMOORE DOES

Every day in Lemoore presents a different question, a different application, and a different challenge, and QK's planning team is ready to meet each one with experience, responsiveness, and the full strength of our multidisciplinary team.

Steve Brandt, AICP, continues in his role as City Planner, now supported by Assistant City Planners Susan Long and Kira DaFonte. Together, they represent the daily front line of planning services, fielding inquiries that come from the public, reviewing permit applications, consulting with City staff, and preparing recommendations for the Planning Commission and City Council.

A typical morning might begin with Steve reviewing a tentative parcel map for consistency with zoning and subdivision regulations and then taking a call from City staff about a citizen request or new application. While Susan consults on housing programs, Kira prepares staff comments for a site plan. As development activity grows, so does the need for clear, timely coordination—and our team ensures that the process moves smoothly for both applicants and City staff.

Integrated Technical Support at the Ready

Behind them is the broader QK team, who seamlessly integrate our services into the day-to-day work of the City Planner. When a development proposal triggers CEQA review, we bring in our in-house environmental, biology, and air quality teams to prepare thorough and defensible documentation. When a project requires annexation or Local Agency Formation Commissions (LAFCO) coordination, Steve partners with our policy and municipal services specialists to ensure accurate and complete filings. We bring in real-world experience with zoning codes, housing programs, and other relevant experience gained in one of the other cities we work in to strengthen the solution or answer to the problem or question presented.

When capital projects or private developments raise infrastructure or circulation concerns, our civil engineers collaborate with planning to review and recommend solutions early—bridging planning with implementation. Our GIS analysts support zoning and land use analysis, while our licensed surveyors assist with right-of-way determinations and boundary clarification.

Built-In Collaboration for Public and Private Projects

We also understand that planning decisions don't happen in a vacuum. Our landscape architecture team develops designs and concepts for parks, open spaces, pedestrian circulation, and compliance with the Model Water-Efficient Landscape Ordinance (MWELO). And when specialized needs arise (e.g.,cultural resources, noise studies, traffic modeling) QK calls on our network of trusted subconsultants, many of whom have worked with us and with the City on previous projects.

Planning That Feels Like an Extension of Your Team

Whether providing over-the-counter advice to a homeowner, preparing a staff report for a new subdivision, or contributing to the long-range vision of Lemoore's General Plan, QK operates as an extension of City staff. We offer responsive planning support grounded in real-time experience, supported by technical depth, and tailored to the needs of a small city with big aspirations.

DELIVERING CITY PLANNING SERVICES

QK approaches planning delivery with responsiveness, transparency, and the understanding that effective support means acting as an extension of City staff, not just a consultant under contract. Our focus is on seamless collaboration that reflects both the City's expectations and the realities of daily planning needs.

CONSISTENT PRESENCE, SCALED SUPPORT

Steve Brandt, AICP, will continue to serve as the City's primary planner, providing support in person at Planning Commission and City Council meetings and when needed with daily virtual availability via phone, email, and Microsoft Teams . This consistent presence allows for timely collaboration with City staff, attendance at meetings, and availability to the public and applicants.

Susan Long and Kira DaFonte, QK's Assistant City Planners, support Steve by preparing reports, conducting research, and reviewing applications. Together, this team is equipped to handle daily inquiries, manage multiple active projects, and provide steady planning coverage for the City.

TASK TRANSPARENCY + COMMUNICATION

QK is implementing a new task tracking system using Microsoft Planner and Teams, which allows both City and QK staff to monitor open items, deadlines, and current status. This shared tracker promotes transparency and provides a real-time view of planning workload and priorities.

Assignments are typically routed through Steve, who distributes tasks based on capacity and subject matter expertise. The system provides a clear record of progress and allows the City to stay informed without the need for constant check-ins.

INTERNAL REVIEW + OVERSIGHT

Deliverables are reviewed by the project team prior to submittal. Steve performs initial reviews and coordinates with technical staff as needed. Final products receive an internal quality review by a designated QA/QC lead, who provides a second layer of review to verify clarity, consistency with City policies, and alignment with planning objectives. This layered approach helps maintain accuracy and professionalism while keeping turnaround times efficient.

TECHNICAL DEPTH, READY WHEN NEEDED

QK's planning staff are supported by in-house specialists across multiple disciplines. These include:

- Environmental planning staff, including CEQA and NEPA document leads
- Biologists and permitting professionals, available for sensitive site review or regulatory guidance
- GIS and survey staff, who assist with mapping, data integration, and property boundary questions
- Civil engineers, who offer insight on infrastructure and capital improvement considerations
- Landscape architects, for design input on parks, open space, and pedestrian circulation

These staff are available on an as-needed basis and contribute regularly to planning projects across California. Their integration within the QK team allows us to respond quickly to complex requests without delay or re-learning.

SPECIALTY SERVICES, LOCALLY CONNECTED

When work arises that falls outside our core services—such as cultural resources, air quality modeling, or traffic studies—QK brings in support from a network of trusted subconsultants. These partnerships are well established, and QK remains the point of contact for coordination, quality, and deliverables.

Each of these firms has worked with us extensively, and many are familiar with Lemoore's planning context.

At its core, QK's planning delivery model is flexible, proactive, and grounded in experience. We provide the City with steady, capable support, and access to a broad network of planning and technical professionals who know how to work together toward shared goals. It's a model that has worked well in Lemoore, and one we are ready to continue refining as the City's needs evolve.

QUALIFICATIONS + MANAGEMENT

QUALIFICATIONS + MANAGEMENT

PROPOSED TEAM + ORGANIZATION

AVAILABLE TEAMING PARTNERS

CULTURAL/ARCHAEOLOGY/

- ASM Affiliates, Inc.
- Applied Earthworks, Inc.
- Cogstone Resource Management, Inc.

ELECTRICAL ENGINEERING

- Hardin-Davidson Engineering, Inc.
- HCS Engineering, Inc.
- Rose Sing Eastham & Associates

GEOTECHNICAL ENGINEERING

- Blackburn Consulting
- BSK Associates
- Soils Engineering, Inc.
- Technicon Engineering Services, Inc

HYDROGEOLOGY

- KDS Kenneth D. Schmidt Associates

NOISE ANALYSIS

- Bollard Acoustical Consultants
- WJV Acoustics, Inc.

POTHOLING

- Badger Daylighting

TRANSPORTATION/TRAFFIC

- JLB Traffic Engineering, Inc.
- Kittelson & Associates
- VRPA Technologies, Inc.

CITY PLANNERS

QK's City Planning Team is led by Steve Brandt, AICP, and supported by Assistant City Planners Susan Long and Kira DaFonte. Together, they provide consistent daily support to City staff, applicants, and decision-makers—ensuring applications are reviewed thoroughly, policies are implemented thoughtfully, and the City's vision is advanced with care.

STEVE BRANDT, AICP

As City Planner, Steve brings a rare combination of technical depth, municipal insight, and approachable leadership that reflects the City's values and planning vision. He has dedicated over 30 years to the planning profession, with experience spanning municipal planning, land development, entitlement processing, and contract city planning. He currently serves as QK's Planning Technical Lead, where he guides internal standards, mentors junior planners, and leads complex projects across the region. Since QK's selection 2013, Steve has served as Lemoore's on-call City Planner, developing a strong working relationship with staff and contributing directly to development reviews, CEQA documentation, and Planning Commission and Council actions. In his role, Steve will:

- Serve as the City's primary point of contact for planning services
- Provide consistent on-site and remote support to City staff, applicants, and the public
- Review applications and prepare recommendations for discretionary permits
- Coordinate with technical staff on CEQA, infrastructure, and policy implications
- Support City-led initiatives including General Plan and Zoning Code updates, annexations, and capital project permitting
- Present staff reports and findings to the Planning Commission and City Council
- Oversee daily task tracking, delegation, and delivery of all assigned planning responsibilities.

Steve's well-rounded experience, calm leadership style, and deep familiarity with Lemoore's processes make him especially well-suited to continue this role. Whether navigating sensitive projects or resolving development roadblocks, he brings both a technical and human understanding of what effective city planning requires.

SUSAN LONG - ASSISTANT CITY PLANNER

Susan will support Lemoore's planning program as a strategic and detail-oriented Assistant City Planner. With a background in grant writing, project development, outreach, and program administration, she brings a holistic understanding of how planning decisions affect communities. Susan excels at untangling complex problems and helping applicants navigate regulatory processes with clarity and confidence. Her ability to translate high-level goals into actionable strategies makes her an asset in both daily planning support and long-range initiatives.

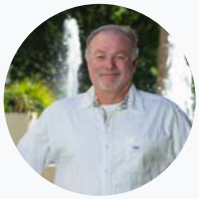
KIRA DAFONTE - ASSISTANT CITY PLANNER

Kira will assist the City Planner with application review, staff report preparation, and coordination with technical staff. She brings direct municipal experience from her previous roles as City Planner for Fresno and Madera, as well as contract planning support for the City of Rocklin and County of Calaveras. Her well-rounded background in entitlement processing, ordinance updates, and public-facing service will support the City's day-to-day planning operations.

SUPPORTING TEAM MEMBERS

In addition to the core planning team, QK brings a depth of in-house expertise across disciplines that frequently intersect with land use and development review. Our specialists in CEQA/NEPA compliance, biology, civil engineering, landscape architecture, surveying, and GIS will be available on an as-needed basis to support Lemoore's planning objectives. These team members will work behind the scenes and alongside the City Planner to provide targeted technical insight, keep projects moving efficiently, and help address complex or time-sensitive issues as they arise.

	NAME | TITLE	ROLE | QUALIFICATIONS
	AMBER AGUAYO COO | CFO	**Principal-in-Charge** Amber will serve as Principal-in-Charge, providing executive oversight, contract support, and senior-level coordination for City Planning Services. With over 25 years of experience in business operations, finance, and multidisciplinary project delivery, she plays a key leadership role as QK's Chief Financial Officer and Chief Operations Officer. Amber works closely with clients to define objectives, manage resources, and guide contract implementation. For Lemoore, she will support the planning team by monitoring staffing, facilitating task adjustments, and remaining available to City leadership as needed throughout the duration of the contract.
	CHRIS MYNK AICP, ENV SP PRINCIPAL PLANNER	**Quality Assurance/Quality Control Reviewer** Chris will serve as QA/QC Reviewer for all planning deliverables, providing technical oversight and a second layer of review prior to submittal. With over 12 years as a senior planning manager for Kern County, he brings deep expertise in CEQA/NEPA, entitlement review, and agency coordination. Chris will review staff reports, environmental documents, and other materials to verify clarity, completeness, and alignment with City policy. His strong analytical skills and practical planning experience help maintain the consistency and quality Lemoore expects.
   	ANTONIO WESTERLUND PLS, CFEDS Land Surveying Support Lead SENIOR LAND SURVEYOR **THERESA FOSTER** SENIOR LAND SURVEYOR **ZACHARY NEUMANN** SENIOR GIS ANALYST	**Surveying and Mapping Support** QK's in-house survey team will provide technical support for planning applications that require parcel research, boundary verification, legal descriptions, or right-of-way clarification. Our licensed land surveyors and field crews are available to assist with tentative and final map reviews, topographic surveys, and ALTA mapping as needed. They also support annexations and infrastructure planning by supplying accurate base data for coordination between planning, engineering, and GIS staff. Their timely and precise work contributes to smooth project processing and defensible entitlements.

	NAME | TITLE	ROLE | QUALIFICATIONS
	**DAVE DAYTON** PRINCIPAL ENVIRONMENTAL SCIENTIST	**Biological Services Lead** Dave will lead biological support for planning efforts that require habitat assessments, species surveys, or technical input on environmental constraints. With over three decades of experience as a Senior Environmental Scientist and Project Manager, he brings deep expertise in field surveys, mitigation strategies, and regulatory compliance. Dave has conducted biological evaluations across a wide range of habitats in the western U.S., including work with State- and federally listed species. His input will help inform CEQA documents, support defensible project approvals, and assist the City with early identification of potential environmental issues.
	JOHN MCGEE LLA, PLA, CLARB Landscape Architecture Lead SENIOR LANDSCAPE ARCHITECT	**Landscape Architecture** QK's landscape architecture team will be available to assist with review and design input on projects involving parks, open space, pedestrian circulation, and site-level design. Their support will include evaluating MWELO compliance, reviewing landscape plans for development applications, and contributing to City-led design efforts related to recreation and public realm improvements. The team also brings expertise in master planning and conceptual renderings—helping the City visualize future improvements and ensure alignment with General Plan goals for walkable, well-connected neighborhoods.
	TONY IGNACIO LLA, LEED AP BD+C SENIOR LANDSCAPE ARCHITECT	
	SHERRY MORRISON SENIOR LANDSCAPE DESIGNER	
	JAYMIE BRAUER PRINCIPAL PLANNER	**CEQA/NEPA Lead** Jaymie will lead environmental planning support for projects requiring CEQA or NEPA compliance. With over 23 years of experience, she brings deep expertise in preparing and managing environmental documentation for a wide range of public and private projects. Her background as a Principal Planner and former senior-level staff member with Kern County gives her strong familiarity with Central Valley issues, including infrastructure, renewable energy, and land use policy. Jaymie's ability to guide defensible, streamlined environmental reviews will help the City meet both regulatory and project timelines.

Complete resumes with references and relevant experience can be found in Appendix A.

PROJECT MANAGEMENT

As City Planner, Steve will continue serving as the primary point of contact for all planning services. He will manage the day-to-day functions of the City's planning program, responding to inquiries, reviewing development proposals, preparing staff reports, and presenting at Planning Commission and City Council meetings.

To support ongoing and peak workloads, Steve will be backed by Assistant City Planners Susan and Kira, who will provide remote assistance with application review, research, and report preparation. Their support allows QK to respond quickly to multiple, concurrent requests while maintaining clear, single-point leadership through Steve.

QK's planning delivery is structured around flexibility and integration. Steve will coordinate with in-house CEQA specialists, civil engineers, biologists, GIS analysts, surveyors, and landscape architects as needed to support complex or technical projects. His access to this network allows for real-time coordination and efficient turnaround on materials that might otherwise require multiple firms or hand-offs.

When necessary, Steve may also recommend bringing in one of QK's prequalified subconsultants to provide additional depth in specialized areas such as traffic modeling, cultural resources, or noise studies.

Planning task assignments and tracking are managed through a shared platform using Microsoft Lists and Teams. This tool allows Steve to log, monitor, and delegate work while giving City staff full visibility into progress and timelines. QK's internal QA/QC process is built into this workflow, with deliverables undergoing review by a second senior planner prior to submittal.

This delivery model gives Lemoore access to a consistent, reliable City Planner supported by a flexible, multidisciplinary team—all coordinated through one point of contact. It's a model built on collaboration, responsiveness, and a deep understanding of the City's planning goals.

EXPERIENCE AS A TEAM

The following table shows recent and ongoing experience of our proposed team members working together on various projects.

	Steve Brandt City Planner	**Susan Long** Assistant City Planner	**Kira DaFonte** Assistant City Planner	**Chris Mynk** QA/AC Reviewer	**Antonio Westerlund** Lead Land Surveyor	**Theresa Foster** Sr. Land Surveyor	**Zachary Nuemann** Sr. GIS Analyst	**Dave Dayton** Bio. Services Lead	**John McGee** Landscape Arch. Lead	**Tony Ignacio** Sr. Landscape Arch.	**Sherry Morrison** Sr. Landscape Design.	**Jaymie Brauer** CEQA/NEPA Lead
City of Lemoore Contract Planning (2013-Present)	■	■	■		■	■	■		■			■
Industrial Specific Plan Updates City of Chowchilla	■	■					■					
2040 General Plan Update City of Delano	■	■		■			■	■				■
Zoning Ordinance/Site Plan Review/City Standards City of Woodlake					■				■	■		
Pearl Woods Park + Trail Design D.R. Horton, America's Builder	■				■				■	■	■	
Extension of Visalia Community Development Department Staff City of Visalia	■		■									■

QUALITY ASSURANCE APPROACH

QK's quality assurance efforts are built around a clear, proactive framework that emphasizes consistency, collaboration, and accountability. Our approach is rooted in the understanding that planning deliverables must be not only technically sound but also clear, timely, and aligned with the City's goals.

For City Planning Services, QA/QC oversight is led by Chris who provides a second level of review on key submittals. Chris offers an objective, fresh perspective and will review deliverables for technical accuracy, regulatory compliance, clarity of recommendations, and overall alignment with Lemoore's policies and procedures.

01 TEAM COORDINATION

Steve assigns and tracks planning tasks using Microsoft Planner, which allows visibility into task status, due dates, and ownership. Steve monitors this platform and assigns reviews as needed.

02 PRIMARY OVERSIGHT

Steve oversees all work products for content, tone, and policy alignment before routing for QA/QC.

03 COLLABORATIVE REVIEWS

For multi-disciplinary work products, the appropriate technical leads such as CEQA, biology, or GIS staff provide specialty input prior to final QA/QC.

04 QA/QC REVIEW

Chris provides formal QA review for technical adequacy, mitigation clarity, and defensibility.

Our layered approach allows our planning team to consistently deliver accurate, high-quality materials that support well-informed City decisions. Our QA/QC process is fully integrated into our operations and is flexible enough to adapt to Lemoore's specific preferences and internal workflows.

KEY QA/QC ROLES

STEVE BRANDT
City Planner

CHRIS MYNK
QA/QC Reviewer

AMBER AGUAYO
Principal-in-Charge

ANTONIO WESTERLUND
Land Survey Support Lead

JOHN MCGEE
Landscape Architecture Lead

JAYMIE BRAUER
CEQA/NEPA Lead

DAVE DAYTON
Biological Services Lead

RELEVANT EXPERIENCE

RELEVANT EXPERIENCE

SIMILAR EXPERIENCE

ZONING ORDINANCE/SITE PLAN REVIEW/CITY STANDARDS

WOODLAKE, CA

OWNER

City of Woodlake
Ramon Lara
City Administrator
(559) 564-8055
rlara@ci.woodlake.ca.us

DATES

Start Date	March 2020
Completion Date	July 2022

COST + FUNDING

QK Fee	$156,000.00
Funding Source	SB2 Grant

QK'S SCOPE

- Civil Engineering
- Environmental Planning
- Construction Management
- Land Surveying

PROJECT DESCRIPTION

QK assisted the City of Woodlake with a comprehensive planning and policy update that involved three primary efforts: a full rewrite of the City's Zoning and Subdivision Ordinances (Titles 16 and 17), the creation of objective development standards, and the update and standardization of engineering improvement plans used during housing project review. In addition to these code and policy updates, QK also developed written Site Plan Review procedures, interdepartmental checklists, revised application forms, and guidelines for processing temporary occupancy permits. All work was completed in close coordination with City staff to reflect local practice and State law.

APPLICABILITY TO LEMOORE

This project reflects the kind of comprehensive planning and interdepartmental coordination QK will provide in Lemoore. The scope included zoning consistency, Housing Element alignment, objective standards, and streamlined permitting directly supporting the City's goals under the 2030 General Plan. QK's ability to draft municipal code, guide multi-agency review workflows, and support housing-focused regulatory updates demonstrates our readiness to assist Lemoore with zoning interpretation, development review, and procedural improvements.

CITY OF WOODLAKE

350 N. VALENCIA BLVD.
WOODLAKE, CA 93286
PHONE: 559-564-8055
FAX: 559-564-8776
WWW.CITYOFWOODLAKE.COM

August 1, 2025

Marissa Trejo, City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245

To Whom It May Concern,

I am pleased to write this letter of reference for QK, with whom I have had the opportunity to work on multiple City projects over the past twelve years. From the outset, QK demonstrated professionalism, responsiveness, and a high level of expertise on street, pedestrian and utility projects. Their work on multiple City downtown street and pedestrian projects was consistently thorough, timely, and aligned with our expectations. What particularly stood out to me was the attention to detail and ability to communicate complex ideas for our projects.

Based on my experience, I can confidently recommend QK to others seeking engineering services. We would welcome the opportunity to collaborate with them again in the future.

Please feel free to contact me at rlara@ci.woodlake.ca.us or (559) 564-8055 should you require any additional information

Sincerely,

Ramon Lara
City Administrator

DELANO 2040 GENERAL PLAN UPDATE AND EIR WITH ZONING ORDINANCE UPDATE

DELANO, CA

OWNER

City of Delano
Maribel Reyna
City Manager
(661) 725-8679
mreyna@cityofdelano.org

DATES

Start Date	January 2020
Completion Date	Ongoing

COST

QK Fees	TBD - Ongoing

SUBCONSULTANTS

ASM Affiliates, Inc.
Cultural/Archaeology/
Paleontology Services

VPRA Technologies, Inc.
Traffic Engineering Services

Kosmont & Associates, Inc.
Economic Development
Consulting Services

QK'S SCOPE

- Land Use Planning
- Environmental Planning
- Biological Resources
- Geographic Information Systems (GIS)

PROJECT DESCRIPTION

QK is leading the comprehensive update of the City of Delano's 2040 General Plan, accompanying EIR, and Zoning Ordinance. This multi-year effort involves developing an Existing Conditions Report, a full Policy Document, and a streamlined zoning code tailored to Delano's unique development challenges. The project addresses State mandates related to housing, climate adaptation, air quality, environmental justice, and sustainable groundwater management, while also tackling local issues such as constrained growth patterns, downtown vacancies, and the need for more parks and open space.

To support implementation, QK is developing an action plan that identifies responsible departments and timelines. Bilingual public outreach (in English and Spanish) is central to this effort, with Spanish-speaking facilitators and translated materials provided at all community meetings.

APPLICABILITY TO LEMOORE

This project reflects QK's ability to lead complex, policy-driven planning efforts that integrate land use, housing, CEQA, and zoning into a cohesive regulatory framework. Lemoore can benefit from the same holistic approach, particularly in areas such as General Plan and zoning alignment, objective standards, and community engagement. QK's experience balancing State mandates with local values and infrastructure realities directly supports Lemoore's efforts to manage growth within its Urban Growth Boundary and deliver housing-ready planning tools.

ON-SITE CITY PLANNING AND ENVIRONMENTAL SERVICES

CHOWCHILLA, CA

OWNER

City of Chowchilla
Rod Pruett
City Administrator
(559) 655-8615
name@company.com

DATES

Start Date	2016
Completion Date	Ongoing

COST

QK Fees	Ongoing Contract

QK'S SCOPE

- Land Use Planning
- Environmental Planning
- Biological Resources

PROJECT DESCRIPTION

QK provides on-site planning and environmental support to the City of Chowchilla, including representation at the Planning Counter for approximately 20 hours per week. Our team serves as the City's planner for the Planning Commission and City Council, preparing staff reports, conducting project reviews, and providing direct assistance to the public and applicants. Tasks include processing conditional use permits (CUPs), Tentative Subdivision Maps, Site Plan Reviews, and reviewing CEQA-related documentation. The role also includes regular communication with the City Manager and other departments regarding planning research, policy updates, and project tracking.

APPLICABILITY TO LEMOORE

This engagement closely mirrors the structure and responsibilities outlined in Lemoore's RFQ. The project demonstrates QK's ability to embed a planning team within a small-city environment, balance development review with environmental compliance, and maintain steady public-facing support. The Chowchilla experience is directly transferable to Lemoore's needs for on-call planning, staff augmentation, and integration with internal processes and City leadership.

DELIVERING PLANNING SERVICES SUCCESSFULLY

QK has a long history of providing responsive, high-quality planning services to cities across California. Our experience supporting jurisdictions like Lemoore, Chowchilla, Lindsay, Woodlake, and Delano has shaped a delivery model that balances expert staff leadership, disciplined project management, and integrated technical support.

SUCCESSFULLY DELIVERING PLANNING SERVICES

QK has a long history of providing responsive, high-quality planning services to cities across California. Our experience supporting jurisdictions like Lemoore, Chowchilla, Lindsay, Woodlake, and Delano has shaped a delivery model that balances expert staff leadership, disciplined project management, and integrated technical support.

MEETING SCHEDULES THROUGH COORDINATION + ACCOUNTABILITY

QK adheres to schedules by maintaining a detailed task-tracking system using Microsoft Lists and Teams. This platform is monitored daily by the lead planner, allowing us to assign responsibilities, track progress, and flag potential delays early. In the City of Chowchilla, for example, our team provides approximately 20 hours of on-site service per week, including planning counter coverage, staff reports, and CEQA reviews, all of which are scheduled and completed on time. We provide regular updates to City staff and adjust workloads across our team to accommodate time-sensitive items, preparing applications and public meeting materials well in advance of deadlines.

EFFICIENT USE OF PERSONNEL + RESOURCES

We tailor staffing to match the needs of each task. Routine reviews, research, and document preparation are assigned to assistant planners, while complex or politically sensitive items are led by senior staff like Steve Brandt. Our integrated team structure means we don't need to outsource tasks that require technical expertise. For instance, during the Woodlake SB2 grant work, QK's planners collaborated directly with in-house engineers and GIS analysts to deliver updated zoning and subdivision ordinances, application forms, and review procedures, all without unnecessary delays or added coordination layers. We also optimize team capacity by cross-training staff to cover essential planning functions. This flexibility allows us to quickly reassign tasks in response to changes in project scope, community feedback, or Council direction.

TECHNIQUES FOR DELIVERING QUALITY SERVICES

Quality at QK is embedded in both our process and people. We implement a layered QA/QC system where all deliverables are reviewed first by the lead planner and then by a designated QA reviewer. For Lemoore, this will include oversight from Chris, a seasoned CEQA and planning expert who brings a second level of review to environmental and discretionary permit documents. Additional quality strategies include:

- Real-time collaboration tools (Teams, Bluebeam, Microsoft Lists) for streamlined internal communication and review.
- In-house discipline integration (environmental, survey, GIS, landscape architecture) for more accurate and holistic planning responses.
- Client check-ins and reporting to align progress with expectations and update priorities as needs evolve.

We successfully deployed these techniques in the City of Delano, where we are managing a General Plan update, Zoning Ordinance rewrite, and EIR. The project's complexity has been matched with structured workflows, bilingual community engagement, and an internal schedule that meets State-mandated deadlines while remaining responsive to evolving City needs.

> **"In addition to their technical competencies, QK brought a collaborative mindset and a solutions-oriented approach that were invaluable in overcoming challenges inherent to large-scale infrastructure improvements. Their team demonstrated the ability to anticipate potential issues and propose practical, cost-effective strategies."**
>
> **- Lee Charles Winagura**
> General Manager
> Pinion Pines Mutual Water Company

COST PROPOSAL

2025 CHARGE RATE SCHEDULE

TECHNICAL SERVICES	
Project Administrator	$103 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	$103 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	$118 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	$129 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	$159 / hour
Landscape Architect Technician	$118 / hour

PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	$129 / hour
Associate Engineer	$159 / hour
Senior Associate Engineer	$185 / hour
Project Engineer	$210 / hour
Senior Engineer / City Engineer / District Engineer	$245 / hour
Senior Air Quality Engineer	$275 / hour
Principal Engineer	$275 / hour
Senior Principal Engineer: VP/ President	$290 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	$105 / hour
Assistant Planner	$115 / hour
Associate Planner / Associate Environmental Scientist	$129 / hour
Senior Associate Environmental Scientist	$149 / hour
Senior Associate Planner	$155 / hour
Senior Environmental Scientist	$185 / hour
Senior Planner / Senior Landscape Architect	$185 / hour
Principal Planner / Principal Environmental Scientist	$210 / hour
Construction and Project Management	
Field Construction Observer	$140 / hour
Senior Field Construction Observer	$165 / hour
Assistant Construction Manager / Assistant Project Manager	$129 / hour
Associate Project Manager	$143 / hour
Associate Construction Manager / Associate Field Construction Observer	$155 / hour
Project Manager	$155 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	$170 / hour
Senior Project Manager	$199 / hour
Senior Construction Manager	$199 / hour
Principal Construction Manager / Principal Project Manager	$225 / hour
Surveying	
Assistant Surveyor	$125 / hour
Associate Surveyor	$139 / hour
Senior Associate Surveyor	$169 / hour
Project Surveyor	$195 / hour
Senior Surveyor	$210 / hour
Principal Surveyor	$249 / hour
One-Person Survey Crew	$185 / hour
Two-Person Survey Crew	$290 / hour
Three-Person Survey Crew	$385 / hour
UAV Pilot	$199 / hour
UAV Flight Observer	$165 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	$0.81 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2025. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

1/15/2025

APPENDIX A: RESUMES

STEVE BRANDT, AICP
City Planner

EXPERIENCE

QK Tenure	**18 years**
Industry Tenure	31 years

CERTIFICATIONS

AICP Certified Planner

American Institute of Certified Planners - 133286

EDUCATION

B.A. Marketing/Management

Fresno Pacific University

REFERENCES

Paul Bernal
Director - Planning + Community Preservation Department
City of Visalia
Paul.Bernal@Visalia.City

Mario Anaya, AICP, MPA
Community Development Director
City of Tulare
manaya@tulare.ca.gov

AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Association of Environmental Planners

Steve brings over 30 years of planning experience and currently serves as QK's Planning Technical Lead. Since 2013, he has been the City Planner for Lemoore, leading day-to-day operations including development review, CEQA coordination, zoning interpretation, and Planning Commission and Council presentations.

His background includes roles in city, county, and private development settings, giving him a well-rounded perspective on land use, entitlements, and policy implementation. Steve's leadership helps ensure the City's planning program remains responsive, consistent, and aligned with local goals.

RELEVANT PROJECT EXPERIENCE

City of Lemoore Contract Planning Services
Contract City Planner
City of Lemoore

Selma Parks + Recreation Master Plan
Project Manager
City of Selma

Exeter Active Transportation + ADA Transition Plan
Project Manager
City of Exeter

Hanford Pedestrian + Bicycle Master Plan
Project Manager
City of Hanford

Municipal Services Review + Sphere of Influence Update
Contract City Planner
City of Lemoore

Visalia Active Transportation Plan - Trails and Bikeways
Project Manager
City of Visalia

Hanford General Plan Update, EIR, Zoning Ordinance Update Subdivision Ordinance Update, + Infrastructure Master Plans
Project Manager
City of Hanford

Kings County Comprehensive General Plan Update, Development Code Update, + Related CEQA Document
Project Manager
County of Kings

SUSAN LONG
Assistant City Planner

EXPERIENCE

QK Tenure	**>1 year**
Industry Tenure	28 years

CERTIFICATIONS

Land Use + Environmental Planning Certification
UC Davis Continuing + Professional Education, Sacramento

California Basic Educational Skills Test (CBEST)
California Commission on Teacher Credentialing

HOME Compliance Specialist (HCS)
National Center for Housing Management

EDUCATION

MBA Business Administration + Technology Management
University of Phoenix

REFERENCES

Rod Pruett
City Administrator
City of Chowchilla
rpruett@cityofchowchilla.org

Alex Hernandez
Deputy Director - Planning
County of Kings
alex.hernandez@co.kings.ca.us

Susan supports Lemoore's planning program with a focus on day-to-day review tasks, research, and internal coordination. She brings extensive experience in grant writing, program development, and public outreach, and has a strong track record helping cities navigate complex planning processes.

Her strength lies in breaking down big-picture goals into clear, actionable steps. Susan's strategic thinking and supportive approach make her a reliable resource for both staff and applicants.

RELEVANT PROJECT EXPERIENCE

City of Lemoore Planning Services 2022-2025
Senior Planner
City of Lemoore

Chowchilla Industrial Specific Plan Upgrades
Project Manager
City of Chowchilla

Contract Planning Services for City of Lindsay
Project Manager
City of Lindsay

Delano 2040 General Plan Update and EIR with Zoning Ordinance Update
Senior Planner
City of Delano

Kings County Comprehensive General Plan Update, Development Code Update, + Related CEQA Document
Project Manager
County of Kings

Chowchilla Orchard View Planning
Project Manager
City of Chowchilla

Lemoore Future Residential Growth Study
Senior Planner
City of Lemoore

City of Chowchilla Multiple Site Plan Reviews
Project Manager
City of Chowchilla

Lindsay 2024 General Engineering Services
Senior Planner
City of Lindsay

KIRA DAFONTE
Assistant City Planner

EXPERIENCE

QK Tenure	**7 years**
Industry Tenure	20 years

EDUCATION

B.S. Environmental Policy Analysis + Planning
University of California, Davis

REFERENCES

Paul Bernal
Director - Planning + Community Preservation Department
City of Visalia
Paul.Bernal@Visalia.City

Mario Anaya, AICP, MPA
Community Development Director
City of Tulare
manaya@tulare.ca.gov

AFFILIATIONS

American Planning Association

Kira brings over a decade of diverse planning experience supporting both public agencies and private development. For Lemoore, she assists with application review, staff report drafting, zoning consistency checks, and coordination with technical specialists.

Her background includes serving as City Planner for the Cities of Fresno and Madera, where she managed current planning applications, supported the public counter, and coordinated with engineering and building departments. She has also served in contract planning roles for Rocklin and Calaveras, and brings additional field experience managing environmental compliance for utility-scale solar projects. Kira's balance of technical skill and practical insight makes her a strong asset to the planning team.

RELEVANT PROJECT EXPERIENCE

Delano 2040 General Plan Update and EIR with Zoning Ordinance Update
Senior Planner
City of Delano

City of Lemoore Planning Services 2022-2025
Senior Planner
City of Lemoore

Kings County Comprehensive General Plan Update, Development Code Update, + Related CEQA Document
Senior Planner
County of Kings

Lindsay 2024 General Engineering Services
Senior Planner
City of Lindsay

Selma On-Call Planning Services
Senior Planner
City of Selma

Madera On-Call Planning Services
Senior Planner
City of Madera

Shirk + Riggin Industrial Park EIR Review + Project Management
Senior Planner
City of Visalia

Lindsay Contract Planning Services
Senior Planner
City of Lindsay

AMBER AGUAYO
Principal-in-Charge

EXPERIENCE

QK Tenure	**17 years**
Industry Tenure	26 years

EDUCATION

B.S. Business Administration
University of Phoenix

REFERENCES

Brian Russell
Assistant Director of Public Works
City of Fresno
(559) 621-2489

AFFILIATIONS

American Public Works Association, CenCal Chapter President

APWA National Advocacy Committee

Government Affairs Committee, Clovis Chamber of Commerce

Natural Resources Task Force, California Council for Environmental and Economic Balance, Sacramento

American Environmental Professionals

American Planning Association

Alumni, Chamber of Commerce, Leadership Fresno XXV

Amber provides principal-level oversight and contract support for QK's planning engagements, including the City of Lemoore. With over 25 years of experience in business operations, finance, and multidisciplinary project delivery, she helps guide scope development, staffing coordination, and resource management.

As QK's Chief Financial and Chief Operations Officer, Amber works closely with clients to define project goals, monitor performance, and support effective implementation. For Lemoore, she will serve as a strategic resource to the planning team and a direct point of contact for the City on any high-level matters related to contract execution or service delivery.

RELEVANT PROJECT EXPERIENCE

Selma On-Call Planning Services
Principal-in-Charge
City of Selma

Chowchilla On-Call Planning Services
Principal-in-Charge
City of Chowchilla

Kings County Comprehensive General Plan Update, Development Code Update, + Related CEQA Document
Principal-in-Charge
County of Kings

CEQA Consulting Services for SR99/233 Roundabout
Principal-in-Charge
City of Chowchilla

California City Water and Sewer Master Plan Update
Principal-in-Charge
City of California City

On-call Planning, Environmental, Census 2020, Engineering + Mapping Services
Principal-in-Charge
County of Madera

Madera Cemetery District On-Call Planning Services
Principal-in-Charge
City of Madera

Terry Bradley Education Center Off-Site Water+& Sewer Facilities Design Services
Principal-in-Charge
Clovis Unified School District

CHRISTOPHER MYNK, AICP, ENV SP
QA/QC Reviewer

EXPERIENCE

QK Tenure	**7 years**
Industry Tenure	19 years

CERTIFICATIONS

AICP Certified Planner
American Institute of Certified Planners - 24114

Envision Sustainability Professional
Institute for Sustainable Infrastructure

EDUCATION

B.S. Community + Regional Planning
Iowa State University

REFERENCES

Craig Murphy
Planning + Natural Resources Division Chief
Count of Kern
murphyc@co.kern.ca.us

Maribel Reyna
City Manager
City of Delano
Mreyna@cityofdelano.org

AFFILIATIONS

American Planning Association

American Institute of Certified Planners

Chris brings nearly 20 years of planning experience, including over a decade as a senior-level planner with Kern County. His background includes managing CEQA/NEPA compliance, processing complex development entitlements, and coordinating with local, State, and federal agencies.

For Lemoore, Chris will serve as QA/QC Reviewer, providing technical oversight for environmental documents, planning reports, and discretionary approvals. His broad regulatory knowledge and methodical approach help maintain clarity, consistency, and quality across all deliverables.

RELEVANT PROJECT EXPERIENCE

Selma On-Call Planning Services
QA/QC Reviewer
City of Selma

Lindsay Contract Planning Services
QA/QC Reviewer
City of Lindsay

Chowchilla Planning Services
QA/QC Reviewer
City of Chowchilla

California City On-Call Planning + CEQA Services
QA/QC Reviewer
City of California City

Chowchilla Industrial Specific Plan Upgrades
Principal Planner
City of Chowchilla

City of Lemoore Contract Planning Services
Principal Planner
City of Lemoore

Delano On-Call Planning Services
Interim Community Development Director
City of Delano

Bakersfield General Plan 2022 Update
Principal Planner
Rincon Consultants, Inc.

Porterville Parks Master Plan
Project Manager
City of Porterville

ANTONIO WESTERLUND, PLS, CFEDS
Land Survey Support Lead

EXPERIENCE

QK Tenure	**6 years**
Industry Tenure	14 years

LICENSES

Professional Land Surveyor
California - No. 9399

CERTIFICATIONS

Certified Federal Surveyor
Bureau of Land Management - No. 1719

EDUCATION

B.S. Geomatics Engineering
California State University, Fresno

A.S. Forestry | A.A. Mathematics | A.A. Liberal Arts
Columbia College, Sonora

REFERENCES

Juan Lopez
Assistant Public Works Director
City of Lemoore
jlopez@lemoore.com

Jim Crawford
President
Jim Crawford Construction
jimjr@crawfordconst.com

AFFILIATIONS

California Land Surveyors Association

Antonio leads QK's survey team and provides technical expertise on boundary resolution, legal descriptions, and mapping for planning and development projects. With extensive experience in topographic, boundary, and construction surveying, he supports both public infrastructure and private entitlement efforts.

For Lemoore, Antonio will provide as-needed support for parcel-level research, right-of-way clarification, and map review. His team also assists with annexations, tentative and final map coordination, and survey-grade base data to support seamless planning and engineering integration.

RELEVANT PROJECT EXPERIENCE

City of Lemoore Planning Services 2022-2025
Senior Land Surveyor
City of Lemoore

Chowchilla Right-of-Way Reconciliation
Senior Land Surveyor
City of Chowchilla

On-Call Landfill Surveying Services
Project Manager
Merced County Regional Waste Management Authority

Fresno County Survey Monuments & Preservation
Project Manager
County of Fresno

On-Call Entitlement & Planning Services - Kern County Solar Projects
Senior Land Surveyor
Dimension RE, LLC

Selma On-Call Planning Services
Senior Land Surveyor
City of Selma

Lindsay Contract Planning Services
Senior Land Surveyor
City of Lindsay

Lemoore General Engineering Services
Senior Land Surveyor
City of Lemoore

Delano Interim On-Call Planning Services
Senior Land Surveyor
City of Delano

THERESA FOSTER
Senior Land Surveyor

EXPERIENCE

QK Tenure	**4 years**
Industry Tenure	39 years

LICENSES

Professional Land Surveyor

Minnesota - No. 47223
Wisconsin - No. 2948-8

EDUCATION

B.S. Engineering Geology
San Diego State University

Graduate Coursework: Hydrology & Water Resources Science
San Diego State University

REFERENCES

Kristie Bayley
Management Analyst
City of Lemoore
kbayley@lemoore.com

Emmanuel Llamas
Community Development Director
City of Woodlake
ellamas@ci.woodlake.ca.us

AFFILIATIONS

American Council of Engineering Companies

American Public Works Association

American Society of Civil Engineers

Theresa brings decades of land surveying experience to QK, with a background that includes environmental engineering with the U.S. Army Corps of Engineers and GIS work for the State of Mississippi. She began her surveying career in Minnesota, where she was one of fewer than twenty licensed female surveyors at the time, and has continued to lead in the profession ever since.

For Lemoore, Theresa will support parcel and boundary research, legal description review, and right-of-way clarification. Her passion for uncovering historical records and solving complex boundary issues makes her a valuable resource on projects that require precision, context, and a strong working knowledge of land development practices.

RELEVANT PROJECT EXPERIENCE

City of Lemoore Planning Services 2022-2025
Senior Land Surveyor
City of Lemoore

Selma On-Call Planning Services
Senior Land Surveyor
City of Selma

Delano On-Call Professional Services
Senior Land Surveyor
City of Delano

Lemoore General Engineering Services
Senior Land Surveyor
City of Lemoore

Woodlake General Engineering Services
Senior Land Surveyor
City of Woodlake

Exeter General Engineering Services
Senior Land Surveyor
City of Exeter

Lindsay General Engineering Services
Senior Land Surveyor
City of Lindsay

Chowchilla Planning Services
Senior Land Surveyor
City of Chowchilla

ZACHARY NEUMANN
Senior GIS Analyst

EXPERIENCE

QK Tenure	**3 years**
Industry Tenure	10 years

EDUCATION

B.S. Environmental Science, GIS Minor
Portland State University

REFERENCES

Todd Harbin
National Assistant Recreation Fee Program Manager
U.S. Forest Service
(541) 556-3380

Cass Klee
Project Manager
U.S. Forest Service
cassandra.klee@usda.gov

Zachary is a skilled GIS professional with deep technical expertise in geospatial systems, data analysis, and application development. He supports QK's planning and engineering teams by building custom GIS solutions that enhance project tracking, mapping, and communication. His experience includes ArcGIS Online administration, advanced Python scripting, and the use of both ESRI and open-source platforms for spatial analysis and visualization.

For Lemoore, Zachary will provide mapping support, data integration, and web-based GIS tools to aid in zoning, CEQA, infrastructure, and parcel analysis. His ability to blend geospatial insight with automation and programming allows the City to access information more efficiently and make data-informed planning decisions.

RELEVANT PROJECT EXPERIENCE

Lemoore On-Call GIS Services
Senior GIS Manager/Analyst
City of Lemoore

Coalinga On Call GIS Services
Senior GIS Manager/Analyst
City of Coalinga

Selma On-Call Planning Services
Senior GIS Manager/Analyst
City of Selma

Chowchilla Industrial Specific Plan Upgrades
Senior GIS Manager/Analyst
City of Chowchilla

Delano On-Call Planning Services
Senior GIS Manager/Analyst
City of Delano

Lindsay Contract Planning Services
Senior GIS Manager/Analyst
City of Lindsay

Chowchilla On-Call Planning Services
Senior GIS Manager/Analyst
City of Chowchilla

Coalinga Planning Support
Senior GIS Manager/Analyst
City of Coalinga

DAVE DAYTON
Biological Services Lead

EXPERIENCE

QK Tenure	**8 years**
Industry Tenure	37 years

CERTIFICATIONS

Dave is certified for numerous species, a full list of which we can provide upon request.

EDUCATION

B.A. Biology
University of California, Santa Cruz

REFERENCES

Kristina Budak
Director - Water Resources Department
City of Bakersfield
kbudak@bakersfieldcity.us

Navdip Grewal, PE
Civil Engineer IV
City of Bakersfield
ngrewal@bakersfieldcity.us

AFFILIATIONS

American Society of Mammologists

The Wildlife Society (TWS), Western Section, San Joaquin Valley Chapter & Central Coast Chapter

Dave brings a field-first approach to environmental planning, drawing on decades of hands-on experience conducting habitat assessments, species surveys, and biological resource evaluations throughout the western United States. He has led teams on complex projects involving threatened and endangered species, prepared technical reports for CEQA and NEPA compliance, and coordinated directly with State and federal regulatory agencies.

In support of Lemoore, Dave will provide biological expertise for early site screenings, environmental review, and mitigation planning. His practical insight into sensitive habitats and regulatory requirements helps anticipate issues before they slow down project approvals.

RELEVANT PROJECT EXPERIENCE

Delano 2040 General Plan Update and EIR with Zoning Ordinance Update
Senior Environmental Scientist
City of Delano

Kern River Bike Path Rehabilitation Project
Senior Environmental Scientist
City of Bakersfield

Biological Services for Dr. Martin Luther King Boulevard from SR58 to California Avenue
Senior Environmental Scientist
City of Bakersfield

On-Call Environmental Services
Senior Environmental Scientist
City of Bakersfield

Kern River Maintenance Project
Senior Environmental Scientist
City of Bakersfield

Truxtun Road Operational Improvements
Senior Environmental Scientist
City of Bakersfield

Biological Services for Linnell-Brahma Park
Senior Environmental Scientist
City of Bakersfield

JOHN MCGEE, LLA, PLA, CLARB
Landscape Architecture Lead

EXPERIENCE

QK Tenure	**4 years**
Industry Tenure	30 years

LICENSES

Licensed Landscape Architect

California - No. 4454

Missouri - No. 2025011285

CERTIFICATIONS

Council of Landscape Architectural Registration Board

No. 5915

EDUCATION

B.S. Landscape Architecture

California State Polytechnic University, Pomona

REFERENCES

Summer Rooks
Projects Administrator
City of Fresno
Summer.Rooks@fresno.gov

Harlav Brar, PE
Project Manager
City of Fresno
Harlavpreet.Brar@fresno.gov

AFFILIATIONS

American Society of Landscape Architects

John designs outdoor spaces that are not only functional but truly meaningful for the communities they serve. With a career spanning nearly three decades, he has led design efforts for downtown revitalizations, urban infill projects, and mixed-use developments—always with an eye toward creating accessible, people-centered environments.

For Lemoore, John will support planning efforts involving parks, streetscapes, and development review, with particular attention to MWELO compliance and site layout. His collaborative style, combined with his ability to blend classical and contemporary design elements, brings thoughtful balance to projects that must meet both technical requirements and community aspirations.

RELEVANT PROJECT EXPERIENCE

City of Lemoore Contract Planning Services
Senior Landscape Architect
City of Lemoore

Selma Parks Master Plan
Senior Landscape Architect
City of Selma

Los Banos Parks Master Plan
Senior Landscape Architect
City of Los Banos

City of Madera On-Call Planning Services
Senior Landscape Architect
City of Madera

Main Street Reconstruction
Senior Landscape Architect
City of Porterville

Kovacevich Park Major Rehabilitation
Senior Landscape Architect
City of Arvin

Siltanen Community Park Irrigation Rehabilitation
Senior Landscape Architect
City of Scott's Valley

Castle Rock Street + Sierra Avenue Roundabout
Senior Landscape Architect
City of Woodlake

TONY IGNACIO, LLA, LEED AP BD+C
Senior Landscape Architect

EXPERIENCE

QK Tenure	**3 years**
Industry Tenure	22 years

LICENSES

Licensed Landscape Architect
California - No. 5800

CERTIFICATIONS

LEED Accredited Professional, Building Design + Construction
U.S. Green Building Council - No. 10659427

EDUCATION

Master of Landscape Architecture
California Polytechnic State University, Pomona

M.S. Environmental Science
M.S. Public Affairs
Indiana University

B.A. Marine Science
University of San Diego

REFERENCES

Summer Rooks
Projects Administrator
City of Fresno
Summer.Rooks@fresno.gov

Harlav Brar, PE
Project Manager
City of Fresno
Harlavpreet.Brar@fresno.gov

Tony is a nationally recognized landscape architect known for blending bold aesthetics with practical, community-driven design. His portfolio spans more than two decades and includes parks, educational campuses, transit corridors, and sustainable public spaces that enhance both form and function.

For Lemoore, Tony brings deep experience in planning and reviewing landscape improvements that meet regulatory standards while elevating visual appeal. His environmentally conscious approach, combined with a strong planning sensibility, makes him a valuable contributor to projects where design quality, sustainability, and public experience intersect.

RELEVANT PROJECT EXPERIENCE

Porterville Parks & Leisure Master Plan
Senior Landscape Architect
City of Porterville

Visual Impact Assessment for Delano Road Rehabilitation
Senior Landscape Architect
City of Delano

Professional Planning Services for 34th Street Revitalization
Senior Landscape Architect
Dignity Health - Bakersfield Memorial Hospital

City of Madera On-Call Planning Services
Senior Landscape Architect
City of Madera

2022 MLK Park Extension Design
Senior Landscape Architect
City of Delano

Vinland Park Futsal and Pickleball Courts
Senior Landscape Architect
City of Fresno

Roeding Park Court Repurposing
Senior Landscape Architect
City of Fresno

Al Radka Park Small Dog Park
Senior Landscape Architect
City of Fresno

SHERRY MORRISON
Senior Landscape Designer

EXPERIENCE

QK Tenure	**2 years**
Industry Tenure	26 years

EDUCATION

MLA, Landscape Architecture
Louisiana State University

B.S. Political Science, Minor in Computer Science
University of Tulsa

REFERENCES

Steve Bettencourt, PE
Senior Civil Engineer
City of Madera
sbettencourt@madera.gov

Mary J. Gonzalez
Grants Manager II
Fresno Unified School District
maryj.gonzalez@fresnounified.org

AFFILIATIONS

American Society of Landscape Architects, California, San Diego

Sherry brings over 20 years of hands-on experience in landscape architecture, with a focus on creating spaces that connect people to nature and enhance community well-being. Her work spans planting, park, and hardscape design, always with an eye toward aesthetic impact and ecological responsibility.

At QK, Sherry plays a central role in producing design documents, developing irrigation calculations, and supporting community outreach. For Lemoore, she will provide technical and creative support on landscape plan reviews, park improvement projects, and development applications requiring planting or hardscape design expertise.

RELEVANT PROJECT EXPERIENCE

2022 MLK Park Extension Design
Senior Landscape Designer
City of Delano

Los Banos Animal Shelter Rehabilitation
Senior Landscape Designer
City of Los Banos

Roeding Park Court Repurposing
Senior Landscape Designer
City of Fresno

Rotary East Park Pickleball Court
Senior Landscape Designer
City of Fresno

Vinland Park Futsal and Pickleball Courts
Senior Landscape Designer
City of Fresno

Woodward Park Pickleball Court
Senior Landscape Designer
City of Fresno

Kovacevich Park "Field of Dreams and Baseball Teams"
Senior Landscape Designer
City of Arvin

Salinas Station 076: Landscaping and Irrigation Design
Senior Landscape Designer
California Water Service Company

Educational Garden Concept Design Services
Senior Landscape Designer
Confidential Client

JAYMIE BRAUER
CEQA/NEPA Lead

EXPERIENCE

QK Tenure	**11 years**
Industry Tenure	24 years

EDUCATION

M.A. Anthropology
University of Texas, Austin

B.S. Anthropology
Purdue University, West Lafayette

REFERENCES

Keri Cobb
Community Development Director
City of Wasco
KeCobb@cityofwasco.org

Navdip Grewal, PE
Civil Engineer IV
City of Bakersfield
ngrewal@bakersfieldcity.us

AFFILIATIONS

Association of Environmental Professionals

Jaymie combines deep regulatory knowledge with practical experience managing environmental documentation for a wide range of projects. Her background includes community development planning and over two decades of CEQA/NEPA compliance work for both public agencies and private clients.

As a former Principal Planner and senior-level staff at Kern County, Jaymie is well-versed in Central Valley issues such as infrastructure expansion, transportation safety, renewable energy, and solid waste. For Lemoore, she will lead environmental review efforts and help develop defensible, streamlined documentation that aligns with both City goals and State mandates.

RELEVANT PROJECT EXPERIENCE

Lemoore Environmental Planning
Principal Planner/CEQA & NEPA Lead
City of Lemoore

On-Call Environmental Assistance, Regulatory Permitting, and Project Management, Water Resources Department
Project Manager/Principal Planner
City of Bakersfield

Kern River Maintenance Project
Project Manager
City of Bakersfield

North Lemoore Sewer Infrastructure & DCIP Application Assistance
Principal Planner/CEQA & NEPA Lead
City of Lemoore

Delano 2040 General Plan Update and EIR with Zoning Ordinance Update
Principal Planner/CEQA & NEPA Lead
City of Delano

Shirk + Riggin Industrial Park EIR Review + Project Management
Principal Planner/CEQA & NEPA Lead
City of Visalia

Rotary East Park Pickleball Court
Principal Planner/CEQA & NEPA Lead
City of Fresno

Vinland Park Futsal and Pickleball Courts
Principal Planner/CEQA & NEPA Lead
City of Fresno

Engineering | Land Surveying | Planning | Environmental | Landscape Architecture | Construction Management

QKinc.com

BAKERSFIELD

(661) 616-2600
5080 California Avenue, Suite 220
Bakersfield, California 93309

VISALIA (HQ)

(559) 733-0440
901 East Main Street
Visalia, California 93292

CLOVIS

(559) 449-2400
601 Pollasky Avenue, Suite 301
Clovis, California 93612

PORTERVILLE

(559) 781-2700
150 West Morton Avenue
Porterville, California 93257

MERCED

(209) 723-2066
2816 Park Avenue
Merced, California 95348

HANFORD

(559) 582-1056
609 North Irwin Street
Hanford, California 93230

KANSAS CITY

(806) 702-8888
1828 Swift Street, Suite 206
North Kansas City, Missouri 64116

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES CONSULTANT

EXHIBIT B – SCOPE OF WORK

The City desires to retain a Professional Planning Services Consultant to provide the range of expertise necessary to carry out the normal functions of a professional City Planner. This Consultant will serve as an extension of staff, reviewing development applications, plans, and maps to ensure consistency with, but not limited to, the City's General Plan, Zoning Ordinance, State Subdivision Map Act, Housing laws, and CEQA requirements, and will be expected to prepare staff reports for discretionary planning projects, participate in meetings and regional planning activities, provide assistance with grant funded projects and activities, and conduct and or oversee environmental review and technical studies, and provide analysis and assessments of traffic, City services and infrastructure as needed.

Consultant must have the ability to respond quickly to City needs, understanding of City facilities and operations, federal, state and local land use and housing laws, CEQA and NEPA requirements, General Plan and Zoning Ordinance processes, land division, and web based GIS systems, with the ability to provide in-house or capacity to sub-consult for other planning services, engineering, geotechnical, landscape design, and federal and state funding services as needed.

PURPOSE OF WORK

In general, the City Planning Services Consultant shall perform planning services for various projects assigned by the City on a daily basis and shall be required to respond quickly to City needs. The scope of work for both may include but not be limited to the following:

City Planning Services

1. Comprehensive and Environmental Planning
- Master Planning/Municipal Services Review
- Comprehensive and Specific Plans
- General Plan/Updates and Annual Reports
- CEQA and NEPA Compliance
- Zoning/Updates and Ordinances
- Air Quality/GHG/lSR
- VMT Analysis

2. Processing Land Development Projects and Subdivisions
- Tentative Map and Land Division Compliance
- Site Plan Review Compliance (on-site/off-site improvements)
- Annexation
- CEQA/Environmental Assessments and Technical Studies

3. Housing
- Housing Laws/Studies
- Housing Elements
- Affordable Housing Projects
- NOFA
- Grant Applications and Services

4. Landscape Architecture
- MWELO Compliance/Review
- City and Regional Master Plans
- Open Space/Recreation Area/Park Plans and Design
- Pedestrian Circulation Master Plans and Design
- Color Graphic renderings

5. Biology & Environmental Services

- Plant and Wildlife Species Surveys
- Ecosystem Evaluations
- Wetland Delineations
- Local, State and Federal Agency Permitting
- Habitat Conservation Plans
- Revegetation Planning and Monitoring
- Cultural Studies and Assessment

6. Surveying/GIS

- Topographic, ALTA, Boundary and Cadastral Surveys
- Right-of-way Acquisitions
- Parcels Maps
- Data Integration Services
- Road and Sign Attribute Inventories
- GIS Strategies and Implementation Plans
- Aerial Photography Coordination
- Web-based GIS Systems

The above lists are not intended to be exclusive; other services will likely be sought as the need arises.

LOCATION OF WORK

As mutually determined by the City and the Selected Firm, the City may provide work-space for representatives of the Selected Firm, may require that the Consultant provide work space for representatives of the Selected Firm at the Project site or may allow representative of the Selected Firm to work from another location such as the Selected Firm's office. All work performed on the City's premises shall be completed during the City's standard business hours of operations to include City recognized holidays and/or work furloughs if applicable, or at times mutually agreed upon between the City and the Selected Consultant.

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's cost proposal, and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant is required to submit a written request and obtain the City Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's cost proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a similar facility for at a minimum two (2) previous projects, unless otherwise approved by the City Contract Administrator.

.....END

THIS AGREEMENT FOR ON-CALL CONSULTANT ("Agreement") is effective as of [_____] and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and 4Creeks., a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

The City desires to retain On-Call Consultant(s) to perform planning services on an "on-call" or "as needed" basis for various projects assigned by the City. The on-call Consultant should specialize in one or more of and or have knowledge and experience of comprehensive and environmental planning, processing land development projects and subdivisions, landscape architecture (MWELO requirements), housing laws, biology and environmental services, and surveying/GIS as listed below and possess the ability to respond quickly to City needs.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services required by the City as demonstrated in the Proposal attached hereto as Exhibit "A."

The City and the Consultant therefore agree as follows:

1. **Scope of Work**. City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "B."

2. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

3. **On-Call Consultant**. City designates Consultant's employee [_____] to serve under this Agreement as Lead On-Call Consultant for the City of Lemoore. As the designated Lead Consultant, [_____] shall be responsible for personally providing or supervising all of Consultant's work under this Agreement.

4. **Term**. Subject to termination under section 10 below, the initial term of this Agreement shall be for the period of three (3) years beginning with the effective date of this Agreement; City shall have the right to extend the term of this Agreement for two consecutive one-year renewal terms.

5. **Ownership, Delivery, Release, and Reproduction of Information**. All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

   a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.

   b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.

   c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide

declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.

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

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

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget. In no event shall Consultant be paid more than $750,000 over the initial three (3) year term for services provided pursuant to this Agreement.

Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "C." The Consultant's Fee Schedule shown in Exhibit "C" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. CONSULTANT agrees to the fullest extent permitted by law including California Civil Code Section 2782.8, to indemnify, protect, defend, and hold harmless the CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or

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willful misconduct of the CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope

Coverage shall be at least as broad as the following:

Errors and Omissions Insurance. Not less than $1,000,000 per claim and $1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of $1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

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2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Vendor's liability policies shall be primary and shall not seek contribution from the City's coverage.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.

4. 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.

b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.

c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.

b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.

c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

11. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City.

12. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has and will maintain in effect all proper licensing and permits necessary to providing the described services. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees.)

b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).

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c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)

d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 and in excess of $2500 for other contracts which involve the employment of mechanics or laborers.)

e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.

f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.

h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

i. Compliance with applicable requirements for the retention of all required records for three (3) years after grantees or sub-grantees make final payments and all other pending matters are closed.

j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of $100,000.)

k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

l. Compliance with debarment and suspension requirements under Executive Orders 12549 and 12689 for award of contracts in excess of $25,000.

m. Compliance with the Byrd Anti Lobbying Amendment (31 U.S.C. 1352) for contracts of $100,000 or more.

n. Compliance with applicable requirements pursuant to section 6002 Solid Waste Disposal Act (42 U.S.C 6962), as amended by the Resource Conservation and Recovery Act.

13. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

14. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall

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be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

15. **Law to Govern; Venue**. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

16. **Amendment or Modification**. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

17. **Savings Clause and Entirety**. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

18. **Records of Consultant**. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

19. **Assignment**. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

20. **No Third-Party Beneficiary Rights**. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

21. **Waiver**. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

22. **Non-discrimination**. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Planner and other personnel of Consultant working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Planner must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the state-mandated two hour supervisory Prevention of Sexual Harassment training. The designated City Planner will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

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23. **Notices**. The City department responsible for administering this Agreement is the Community Development Department and all written communications hereunder with the City shall be addressed to the City Manager. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:	CONSULTANT:
CITY OF LEMOORE	xxxxx
MARISSA TREJO, CITY MANAGER	xxxxx
711 W CINNAMON DR.	xxxxxx
LEMOORE, CA 93245	xxxxx
ATTN: CITY CLERK	ATTN: xxxxxxxxxxx

24. **Agent of City**. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

25. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

26. **Conflicts of Interest**. Consultant covenants that neither the designated City Planner, nor any officer or principal of Consultant, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Planner is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

27. **New and Entire Agreement**. Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

28. **Signature in Counterparts**. This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

29. **Guarantee of Authority**. The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

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CITY OF LEMOORE

By_____
Marissa Trejo, City Manager

xxxxxx

By_____
xxxxxxxxxxx

By_____

Approved as to form:

_____
Christina Smith, City Attorney

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4CREEKS

City of Lemoore

On-Call City Planning Services

Prepared For:
Marissa Trejo
City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245

Wednesday, August 13, 2025 5PM

4Creeks, Inc.
308 N. Irwin Street
Hanford, CA 93236
(559) 802-3025

1. Cover Letter

Wednesday, August 13th, 2025 5PM
Marissa Trejo
City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245

City of Lemoore | On-Call City Planning Services

Dear Ms. Trejo,

4Creeks, Inc., a California S-Corporation, is pleased to submit our proposal to provide on-call city planning services to the City of Lemoore. With over **17 years of experience serving public agencies throughout the Central Valley**, 4Creeks brings proven expertise in delivering responsive, knowledgeable, and adaptable support to municipal planning departments. Headquartered in Visalia with a nearby office in Hanford, our team offers a strong local presence and a deep understanding of the region's planning and infrastructure needs. Our firm's reputation for quality service is built on the strength of our staff, who prioritize communication, transparency, and collaboration with City staff, developers, and community members. We are committed to clear coordination and proactive problem-solving, ensuring that City goals are met efficiently and with accountability.

Our on-call planning services encompass a wide range of support, including development review, zoning and ordinance updates, CEQA/NEPA compliance, capital project coordination, utility planning, traffic engineering, and community engagement. We are familiar with the regulatory frameworks and procedural requirements specific to public agencies in the Central Valley and are well-equipped to provide flexible staffing and technical resources to supplement the City's planning department as needed.

Mr. Karl Schoettler, Principal Planner at 4Creeks, will serve as the Project Manager and the City's primary point of contact. With over 35 years of experience, he currently serves as the contract City Planner for several Central Valley communities, including Dinuba, Firebaugh, Farmersville, and Avenal. He has extensive experience processing development applications and preparing planning documents, including general plans, design guidelines, environmental studies, community and specific plans, and zoning ordinances, among others. Mr. Schoettler's extensive planning experience and intimate familiarity with multiple cities in the Central Valley make him an ideal candidate to lead the 4Creeks team in providing planning services to the City of Lemoore. **He will be supported by David Duda, as Assistant Project Manager, and will oversee daily technical coordination.**

To further support the City of Lemoore, we have partnered with two highly qualified subconsultants who bring valuable expertise and are prepared to integrate directly with our team:

- **SOAR Environmental** – A certified DVBE firm providing biological and environmental services.
- **Wood Architecture** – A local, Central Valley firm providing landscape architecture services.

4Creeks has successfully worked with both firms on prior assignments and we are confident in their ability to contribute to the City's needs**.**

We acknowledge our ongoing contract with Kings County to provide architectural services for the Kings County Library projects in both Hanford and Lemoore. While we recognize the importance of avoiding potential conflicts of interest, we affirm that no such conflict exists in this case, as these services are being performed for Kings County and are entirely separate from those proposed for the City of Lemoore. 4Creeks, Inc. maintains strict internal separation between its planning, architectural, and engineering teams to ensure professional independence, maintain transparency, and preserve objectivity across all assignments.

Thank you for your time and consideration. We look forward to the opportunity to support the City of Lemoore with high-quality, on-call planning services that align with your community's goals.

Sincerely,

Randy Wasnick, PLS
Vice President, 4Creeks Design

Karl Schoettler
Principal Planner

4Creeks, Inc. | phone: (559) 802-3052 | fax: (559) 802-3215 | karls@4-creeks.com | 308 N. Irwin Street Hanford, CA 93230

2. Technical Approach

Firm Information

4Creeks, Inc. is dedicated to providing progressive planning, civil engineering, architecture, land surveying, and construction management and inspection services with logical solutions and designs. Many of our principals and staff have significant work experience with local municipalities as well as federal and state agencies. Our in-house, multidisciplinary expertise enables us to conduct thorough reviews efficiently and with a high degree of technical understanding. These integrated specialties serve as a valuable resource, fostering collaboration and enhancing the quality of every project we support. We currently have a staff of over 200 employees working in Hanford, Visalia, Tulare, Clovis, San Luis Obispo, and Denver. Our experience and services include:

- **On-Call Contract Services**
- **Municipal Planning & Engineering**
- **Discretionary and Legislative Permit Application Processing**
- **Regional Transportation Plan Preparation**
- **Housing Policy Formulation**
- **Environmental Planning, Design, & Compliance**
- **Parks and Recreation Engineering & Planning**
- **Public Works Inspection**
- **Residential, Commercial, Industrial, Educational Design & Planning**
- **Land Surveying**
- **Utility Design & Coordination**
- **Water Resources**
- **Geographic Information Systems**
- **Architecture**
- **Structural Engineering**
- **Construction Administration & Management**

Economical design considerations, environmental stewardship, and resource efficiencies are tenets of every project we undertake. We pride ourselves on pioneering innovative solutions for our clients that enhance the value of their projects, keep their costs in check, and deliver lasting results.

We build our reputation one project at a time with consistent, high-quality products, and time-sensitive delivery. Our goal on every project is open communication, honesty, and integrity.

Corporate Headquarters:
324 S. Santa Fe Street
Visalia, CA 93292

Hanford Office:
308 N. Irwin Street
Hanford, CA 93230

Phone: (559) 802–3052
Fax: (559) 802–3215
Email: info@4-creeks.com
Website: 4-creeks.com

Point of Contact:
Karl Schoettler
karls@4-creeks.com

Business Type: S-Corporation
Tax ID: 26-2565232
DIR No.: 1000012032

Sureties:
4Creeks, Inc. carries standard policies for a professional firm, including General and Automobile Liability, E/O, and Worker's Compensation.

Principal Staff:
David De Groot, PE #70992
Randy Wasnick, PLS #8163
Matthew Ainley, PE #66233
Matt Razor, PE #81897
David Duda, AICP #29216
Karl Schoettler
Will Ruoff, AIA #C-36886
Doug Janzen #C-14260
Lisa Wallis Dutra, PE, TE, PTOE, RSP_1 #71262 #TR 1888
Kyle McDonald, PE, QSD, MBA #82531
Mark Sorhouet, SE, PE #71479 #6308
Jason Margraf, PE #37782

Staff Overview

200+ EMPLOYEES

- **22** Professional Engineers
- **2** Licensed Architects
- **11** Architect Designers
- **3** Professional Land Surveyors
- **1** Structural Engineer
- **20** Engineers in Training
- **12** Urban + Environmental Planners
- **15** CAD Technicians
- **6** Certified AICP Planners
- **7** Construction Managers
- **3** GIS Analysists
- **4** Software Programmers

Branch Offices

Visalia

Headquarters
324 S. Santa Fe Street
Visalia, CA 93292
(559) 802-3052

100 E. Center Street
Visalia, CA 93291
(559) 372-0215

Tulare

132 S. N Street
Tulare, CA 93274
(559) 802-3052

Hanford

308 N. Irwin Street
Hanford, CA 93230
(559) 802-3052

Clovis

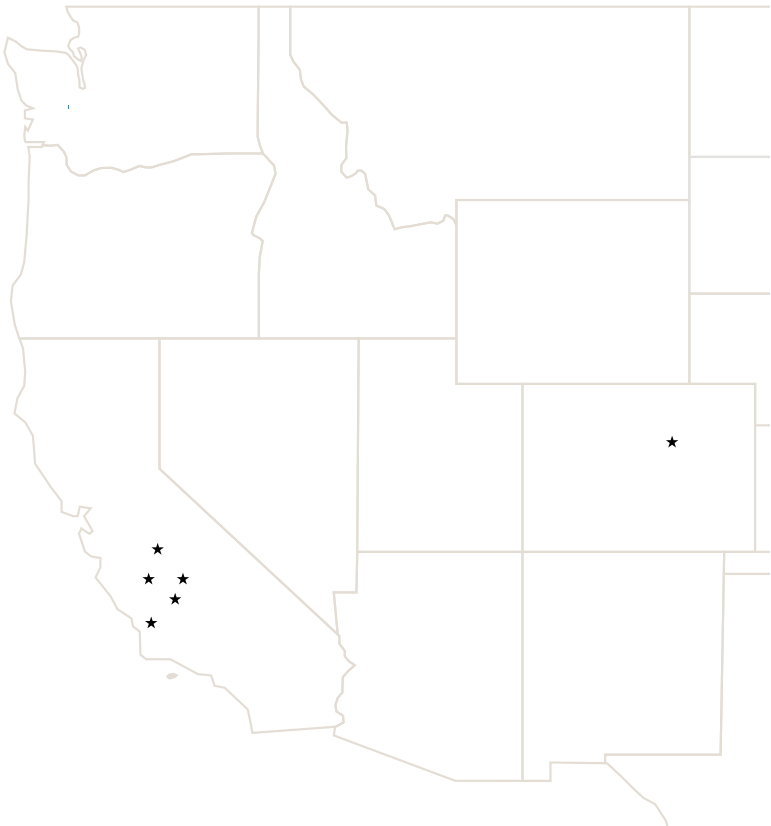
1275 N. Willow Avenue
Clovis, CA 93619
(559) 802-3052

San Luis Obispo

605 Santa Rosa Street, Suite A
San Luis Obispo, CA 93401
(805) 904-4394

Denver

9540 Maroon Circle, Suite 110
Englewood, CO 80112
(720) 210-9488



Technical Approach

4Creeks is fully prepared to provide on-call comprehensive and environmental planning services to support the City of Lemoore's ongoing and future planning efforts. With a multidisciplinary team and proven municipal experience, we offer responsive, high-quality planning support that can be tailored to the City's immediate and long-range needs. Whether assisting with development application reviews, preparing environmental documents, or contributing to strategic housing and open space initiatives, 4Creeks is committed to being a reliable extension of City staff, ready to mobilize quickly, collaborate effectively, and deliver results that align with local priorities and regulatory requirements.

Processing Land Development Projects and Subdivisions

We have deep experience managing and processing development applications of all sizes and complexities. This includes entitlement reviews for subdivisions (both tentative and final maps), site plan reviews, conditional use permits, annexations, variances, zoning amendments, and general plan amendments. Our planners conduct thorough application completeness checks, manage internal and inter-agency coordination, and prepare staff reports, findings, and conditions of approval for public hearings. We serve as the primary liaison between the City and the applicant, ensuring that projects move efficiently through the development pipeline while upholding City standards, mitigating impacts, and balancing community priorities. Our approach emphasizes communication, consistency, and regulatory clarity to streamline the review process and support high-quality growth.

Comprehensive and Environmental Planning

4Creeks offers a full suite of long-range and environmental on-call planning services tailored to support the City of Lemoore's evolving needs. Our planners are experienced in preparing and updating General Plans, Specific Plans, and Zoning Ordinances, as well as conducting Municipal Service Reviews and Master Plans. We understand the importance of aligning these documents with state mandates, regional objectives, and local community values. Our team is also highly skilled in preparing environmental documents in compliance with CEQA and NEPA—including Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and technical appendices such as air quality, greenhouse gas emissions, and Vehicle Miles Traveled (VMT) analyses. We routinely advise our municipal partners on environmental thresholds, policy alignment, and the integration of climate action considerations into long-range planning documents.

Strategic Housing Solutions

Housing planning is a critical and evolving responsibility for cities. 4Creeks has a strong track record of helping jurisdictions remain in compliance with state housing laws and RHNA requirements. We provide implementation support for certified Housing Elements, including updates to zoning, preparation of annual progress reports (APRs), and monitoring of Housing Element programs. Our team is also experienced in the review of affordable housing developments and offers technical guidance on funding applications, including those through the state's NOFA process. We help cities prepare for SB 330 requirements, facilitate ministerial approvals when required, and review projects for alignment with AB 686 (Affirmatively Furthering Fair Housing). Our goal is to help cities proactively address housing needs while maintaining community character and development standards.

Surveying and GIS Services

4Creeks maintains a dedicated in-house surveying and GIS department team to support land use planning, engineering design, and asset management. We provide topographic, ALTA, boundary, and cadastral surveys, as well as parcel maps, right-of-way determinations, and legal descriptions for planning and infrastructure projects. Our GIS specialists support the creation and maintenance of zoning and land use databases, perform spatial analyses, and deliver high-quality cartographic products for City staff, Council presentations, and public outreach. We also offer web-based GIS solutions to enhance data transparency and staff efficiency. Our team can support the City with zoning map updates, infrastructure inventories, and digital integration of planning data to improve accessibility and internal coordination.

Landscape Architecture

4Creeks will partner with Wood Architecture to provide landscape architecture services that support both private development and public capital projects. They will assist with compliance review for the Model Water Efficient Landscape Ordinance (MWELO) and help prepare conceptual and detailed plans for parks, open space areas, pedestrian corridors, and streetscapes. Wood Architecture's planning and design teams will collaborate to develop layout concepts, irrigation plans, and planting palettes that are sustainable, low-maintenance, and reflective of local aesthetics. They also support the City in developing regional park plans and recreational master plans that enhance livability and promote active transportation. Their deliverables often include color graphics, 3D visuals, and illustrative exhibits for public presentations and grant applications.

Biology and Environmental Services

4Creeks will partner with SOAR Environmental to meet the City's biology and environmental needs. SOAR provides robust biological consulting services that include plant and wildlife species surveys, habitat evaluations, wetland delineations, and coordination with local, state, and federal resource agencies. They will support preparation of Habitat Conservation Plans, Biological Assessments, and permit applications for the U.S. Fish & Wildlife Service, Army Corps of Engineers, and California Department of Fish & Wildlife. Additionally, SOAR will assist with mitigation monitoring and reporting programs to ensure project compliance during and after construction. These services are integrated with CEQA/NEPA documentation and provide the City with a comprehensive approach to environmental stewardship and permitting efficiency.

Local Area Knowledge

With deep roots in the Central Valley, 4Creeks brings firsthand knowledge of the region's unique needs, priorities, and regulatory landscape. Many of our team members live in the communities we serve, and our local offices in Hanford, Visalia, Tulare, and Clovis allow us to stay closely connected to stakeholders and responsive to local challenges.

3. Qualifications & Management

Project Management Approach

4Creeks is fully prepared to deliver the full range of on-call planning services requested by the City of Lemoore. Our experienced planning team can seamlessly support both day-to-day current planning functions and longer-term policy work. 4Creeks brings a wealth of experience managing complex, multidisciplinary, City planning projects. Our approach emphasizes proactive leadership, responsive communication, and a strong internal QA/QC process.

Mr. Karl Schoettler, Principal Planner at 4Creeks, will serve as the Project Manager and the City's primary point of contact. With over 35 years of experience, he currently serves as the contract City Planner for several Central Valley communities, including Firebaugh, Dinuba, Farmersville, and Avenal. He also provides assistant planning services to Exeter, Sanger, Orange Cove, and Huron. He has extensive experience processing development applications and preparing planning documents, including general plans, design guidelines, environmental studies, community and specific plans, and zoning ordinances, among others. Mr. Schoettler has experience with numerous planning studies containing recommendations such as standards to promote walkable neighborhoods, design guidelines, mixed-use development strategies, and zoning ordinance updates. Mr. Schoettler's extensive planning experience and intimate familiarity with multiple cities in the Central Valley make him an ideal candidate to lead the 4Creeks team in providing planning services to the City of Lemoore.

David Duda, Principal Planner, will act as Assistant Project Manager and project oversight. Mr. Duda has over 19 years of experience in managing planning services within California. He excels at client satisfaction by providing constant communication during every project, as well as, staying within the scope of work and within budget. Mr. Duda's experience and management include expertise in City Planning, Land Use Planning, Entitlements Processing, Conceptual Design, and Geographic Information Systems.

Quality Assurance and Control

Quality and consistency are central to our planning approach. We apply a multi-layered quality control process to all deliverables, from entitlement reports to policy documents:

- **Initial Review and Planning:** We review the City's plans, codes, standards, and policies to guide everything from resident inquiries to major development projects.
- **Continuous Monitoring:** QA/QC staff and Principal Planners regularly assess progress to keep work on track and address issues early.
- **Final Quality Check:** All deliverables undergo a two-level review—support staff by the project manager, and the project manager by Principal Planners—to ensure quality and completeness.
- **Post-Delivery Evaluation:** We gather client feedback, measure outcomes, and adjust our processes to align with the City's procedures.

Services Provided

4Creeks is prepared to provide the following on-call planning services to the City of Lemoore:

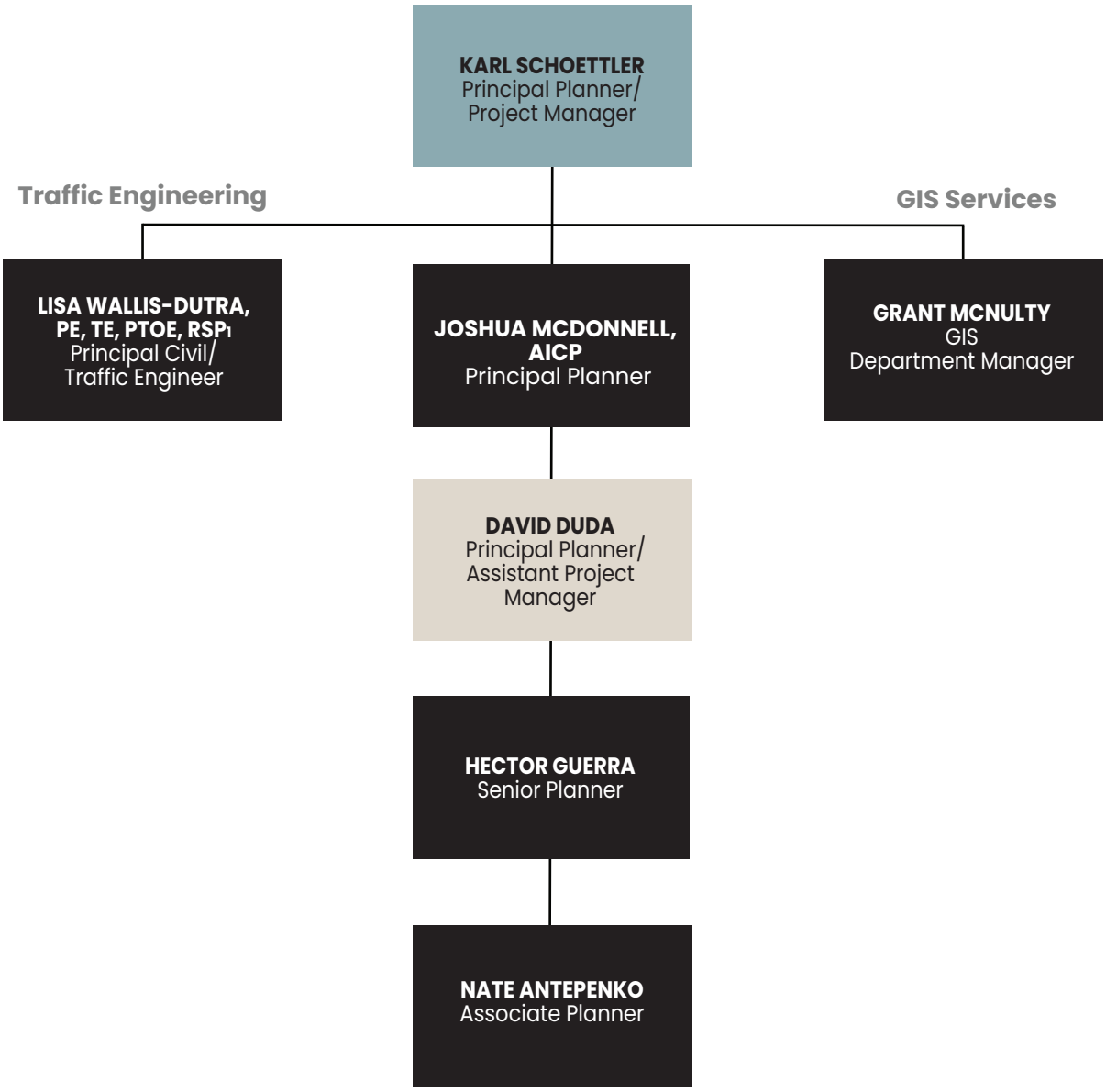
- Review and processing of entitlement applications, including tentative subdivision maps, site plan reviews, conditional use permits, variances, parcel maps, and general plan or zoning amendments.
- Preparation of staff reports, findings, and resolutions for public hearings.
- Attendance and presentation at Planning Commission and City Council meetings.
- Coordination with City departments, outside agencies, developers, and applicants.
- Support for Housing Element implementation and compliance with state mandates.
- Response to public and applicant inquiries related to zoning, land use, and development standards.

Our team is comfortable working within the City's established procedures and will tailor our internal processes to align with Lemoore's expectations and workflow.

Environmental and Regulatory Compliance

Environmental review and regulatory compliance are essential components of all planning services. 4Creeks has deep expertise in CEQA, NEPA, and related environmental regulations, and our planners regularly lead the preparation of exemptions, initial studies, and mitigation measures. We actively track changes in state environmental requirements, housing law, zoning mandates, and procedural requirements to ensure that our work for the City remains current and legally sound. Our team has supported a number of cities through RHNA-driven Housing Element updates, SB 330 processing, and CEQA streamlining strategies.

Organizational Chart



Subconsultants

SOAR ENVIRONMENTAL CONSULTING

Biology and Environmental Services

WOOD ARCHITECTURE
DESIGN.CONSULTING.MANAGEMENT

Landscape Architecture Services

Staff Qualifications and Experience

Karl Schoettler

Principal Planner/Project Manager

Mr. Karl Schoettler is a Principal Planner at 4Creeks with over 35 years of experience. He currently serves as the contract City Planner for several Central Valley communities, including Firebaugh, Dinuba, Farmersville, and Avenal. He also provides assistant planning services to Exeter, Sanger, Orange Cove, and Huron. He has extensive experience processing development applications and preparing planning documents, including general plans, design guidelines, environmental studies, community and specific plans, and zoning ordinances, among others. Mr. Schoettler has experience with planning studies containing recommendations such as standards to promote walkable neighborhoods, design guidelines, mixed use development strategies, and zoning ordinance updates.

Joshua McDonnell, AICP

Principal Planner

Mr. Josh McDonnell, AICP is a seasoned urban planner and project manager with over 30 years of experience in municipal planning, long-range planning, and land development. Currently serving as a Planning Department Manager at 4Creeks, he has held numerous leadership roles in city government, including Assistant City Manager and Community Development Director for the City of Tulare. Mr. McDonnell has successfully managed comprehensive general plan and zoning ordinance updates for multiple cities, ensuring policy alignment and regulatory compliance. His expertise lies in project management, policy planning, and facilitating community engagement for urban development initiatives.

David Duda, AICP

Principal Planner

Mr. David Duda has over 19 years of planning experience across California, offering deep expertise in both the public and private sectors. His portfolio includes managing land development projects of varying scale, from sub-acre infill sites to expansive 640-acre masterplans, for industrial, commercial, agricultural, public facility, and residential uses. Mr. Duda is known for his responsive communication style, ability to keep projects on track and within budget, and his comprehensive knowledge of City Planning, Land Use Planning, Entitlements Processing, Conceptual Site Design, and Geographic Information Systems (GIS). His well-rounded experience ensures seamless coordination with agency staff and project stakeholders at every stage. Mr. Duda will assist the team and provide Quality Control on projects.

Hector Guerra

Senior Environmental Planner

Mr. Hector Guerra is a seasoned environmental and urban planner with over 30 years of experience in city and regional planning, environmental policy, and community development. As former Chief of the Environmental Planning Division for Tulare County, he oversaw CEQA and NEPA compliance for a range of projects. His career spans environmental impact assessments, policy development, and interagency coordination, with a background in city planning, air quality, and transit. Mr. Guerra's leadership has supported sustainable growth and regulatory compliance across the region.

Nate Antepenko

Associate Environmental Planner

Mr. Antepenko is an Associate Planner at 4Creeks supporting planning and environmental review projects across the Central Valley. He assists with the preparation of CEQA documents, including Initial Studies and Mitigated Negative Declarations, as well as entitlement processing for residential subdivisions and annexations. His recent work includes environmental review for projects across the valley covering a range of planning efforts from VMT analysis to pedestrian safety studies. Nate also provides mapping, data visualization, and impact analysis using ArcGIS and Adobe InDesign.

Lisa Wallis-Dutra, PE, TE, PTOE, RSP$_1$

Principal Civil/Traffic Engineer

Ms. Lisa Wallis-Dutra, PE, TE, PTOE, RSP$_1$, is a registered Civil and Traffic Engineer with over 35 years of experience, holding certifications as a Professional Traffic Operations Engineer and Road Safety Professional. She specializes in designing complete streets, bicycle and pedestrian facilities, traffic signals, signing, pavement delineation, roundabouts, ADA-compliance improvements, staged construction traffic control, and road safety improvements. Formerly City Engineer for the Cities of Exeter and Farmersville, Ms. Wallis-Dutra is well-versed in local agency procedures, contract administration, grant writing, and state and federal funding requirements.

Grant McNulty

GIS Technician/Manager

Mr. Grant McNulty has worked for 4Creeks for over nine years as a GIS analyst and has experience utilizing many GIS platforms specializing in the ESRI software environment. He has created a variety of cartographic products, managed large datasets for ongoing programs, and oversaw the creation, implementation, and management of ArcGIS Online Organizations for cities and private clients. He has performed a variety of spatial analyses in water resources, agriculture, public works, transportation, and planning sectors. Mr. McNulty is also a licensed FAA Remote Pilot.

Karl Schoettler

Principal Planner

34+ Years Experience
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A: 324 S. Santa Fe Street
Visalia, CA 93292

EDUCATION

Core Program Courses Completed - City & Regional Planning
CSU Fresno
Fresno, CA

B.A. - Geography, Emphasis in Environmental Studies
CSU Fresno
Fresno, CA

AREAS OF EXPERTISE

Contract Planning
General Plans
Design Guidelines
Environmental Studies
Community & Specific Plans
Zoning Ordinances

EMPLOYMENT

4Creeks, Inc. - Visalia, CA
Principal Planner
04/24 - Present

Collins & Schoettler - Visalia, CA
Principal Planner
01/91-04/24

EXPERIENCE

Contract City Planning Services – Dinuba, CA
City Planning Consultant/City Planner
Mr. Schoettler has served as the Consulting City Planner for the City of Dinuba since 2019. He functions as the City Planner and holds weekly office hours at the City's Public Works office. He serves as lead staff person and processes all development projects and permits including annexations, subdivision maps, zone changes, General Plan Amendments, Conditional Use Permits and Site Plan Reviews, among others. Since his time with Dinuba, Mr. Schoettler has processed over 500 single family residential lots and five annexations totaling more than 140 acres, including over 75 acres for a new high school. Mr. Schoettler presents all staff reports for planning matters and projects to the City Council and Planning Commission. Currently, Mr. Schoettler recently completed a comprehensive Zoning Ordinance update and is currently working on Commercial Design Guidelines for Dinuba.

Contract City Planning Services - Farmersville, CA
City Planning Consultant/City Planner
Mr. Schoettler has served as the City Planner since 2000 and advisor to the City Council on all planning, zoning, and development issues. Mr. Schoettler processes all development applications, including subdivisions, site plan reviews, conditional use permits, zone changes, and annexations, among many others. He provides planning and zoning information to the general public and fields all planning-related inquiries from the public. In 2002, Mr. Schoettler prepared an update to the Farmersville General Plan which went on to win the first-place national planning award from the American Planning Association – the first and still only such award for any city in the San Joaquin Valley. Currently Mr. Schoettler is working on a Downtown Specific Plan for Farmersville's central business district and is preparing a comprehensive zoning ordinance update for the City.

Contract Planning Services - Firebaugh, CA
City Planning Consultant/Director
Mr. Schoettler has served as the City Planner for the City of Firebaugh since 2004. He processes all development applications for the City, including annexations, site plan reviews, conditional use permits, tentative subdivision maps, general plan amendments, zone changes, variances, parcel maps, lot line adjustments, and log mergers. He has processed over 900 residential lots and annexations totaling more than 300 acres. He presents all project reports to the City Council and Planning Commission. Mr. Schoettler is the lead on communicating with developers and disseminates project information to all City staff and consultants, obtaining comments and conditions of approval from all. Mr. Schoettler prepared the 2030 Firebaugh General Plan and also a new zoning ordinance. Both were recognized with awards by the American Planning Association.

References
Ben Gallegos | City of Firebaugh | (559) 659-2043 | bgallegos@firebaugh.org
Daniel James | City of Dinuba | (559) 591-5900 | djames@dinuba.ca.gov
David Brletic | City of Sanger | (559) 876-6300 ext. 1520 |dbrletic@ci.sanger.ca.us

Josh McDonnell, AICP

Principal Planner

30+ Years Experience
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REGISTRATIONS & CERTIFICATIONS
AICP# 108012

EDUCATION
M.U.R.P. - Urban Planning
University of California, Irvine
Irvine, CA
M.A. - Political Science
CSU Fullerton
Fullerton, CA
B.S. - City and Regional Planning
Cal Poly, SLO
San Luis Obispo, CA

AREAS OF EXPERTISE
Long Range Planning
Municipal Planning
Policy Planning
Land Design & Entitlements

EMPLOYMENT
4Creeks, Inc. - Visalia, CA
Principal Planner
02/25 - Present

City of Tulare - Tulare, CA
Assistant City Manager
10/19 - 02/25

City of Tulare - Tulare, CA
Community Development Director
08/17 - 10/19

City of Visalia - Visalia, CA
Assistant Community Development Director/City Planner
09/11 - 08/17

EXPERIENCE

Contract City Planning Services - Avenal, CA
City Planning Consultant/City Planner
Mr. McDonnell currently serves as the Contract City Planner for the City of Avenal. He reviews all manner of discretionary permit-related requests including annexation requests, subdivision maps, and conditional use permits. He is also responsible for ensuring that all projects are compliant with CEQA and NEPA where appropriate. Mr. McDonnell also ensures that Avenal's long range planning documents are consistent with State law as well as the City Council's vision for long term growth. Finally, Mr. McDonnell works closely with Code Enforcement to ensure the proper regulation and abatement of code violations.

Contract City Planning Services - Hanford, CA
City Planning Consultant/Senior Planner
Mr. McDonnell is currently providing on-call current planning services to the City of Hanford while their senior planner is on health-related leave. Anticipated to conclude in September 2025, Mr. McDonnell is processing six discretionary permit requests entailing an annexation, subdivision maps, and planned unit developments as well as their accompanying CEQA documentation.

City Planner - Visalia, CA
City Planner
Mr. McDonnell was the City Planner for the City of Visalia for six years. As such, Mr. McDonnell managed the Planning and Code Enforcement divisions for the City, which included managing all day to day current planning, long range planning, and environmental planning functions. Mr. McDonnell also managed the preparation of a comprehensive update to the City of Visalia's General Plan and Zoning Code and represented City interests during a variety of regional planning initiatives such as the Regional Transporation Plan Update and Regional Housing Needs Assessment allocations.

Community Development Director – Tulare, CA
Community Development Director
Mr. McDonnell served as Community Development Director and later as Deputy and Assistant City Manager for the City of Tulare from 2017 to 2025. As Community Development Director, he oversaw Planning, Engineering, and Building, staffed the Planning Commission, and managed all development review and regulation. He also led major updates to the City's Zoning Ordinance and streamlined the development review process.

General Plan and Zoning Ordinance Update – Selma, CA
Principal-in-Charge
Mr. McDonnell led the comprehensive update of the City of Selma General Plan as Principal in Charge and Project Manager, overseeing revised boundaries, elements, and policies. He facilitated public engagement, secured adoption by the Planning Commission and City Council, and completed a full Zoning Ordinance update to ensure consistency.

References
Mario Anaya | City of Tulare| (559) 684-4217 | manaya@tulare.ca.gov
Paul Bernal | City of Visalia | (559) 713-4025 | paul.bernal@visalia.city
Daymon Qualls | City of Farmersville | (559) 747-0458 | dqualls@cityoffarmersville.ca.gov

David Duda

Principal Planner

19+ Years Experience
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San Luis Obispo, CA 93401

REGISTRATIONS & CERTIFICATIONS

AICP # 29216
Certification in Geographic Information Systems
APA Member

EDUCATION

B.S. - City and Regional Planning
Minor in Environmental Design
Cal Poly SLO
San Luis Obispo, CA

A.A. - Architecture Emphasis
San Diego Mesa Community College
San Diego, CA

Masters Certificate
Penn State
University Park, PA

AREAS OF EXPERTISE

Project Management Land Entitlements
CEQA/NEPA Compliance
Bike Master Plans
Conceptual & Master Plan Site Design
City Planning & Design
Land Use Planning
General Plan/Zoning Ordinance

EMPLOYMENT

4Creeks, Inc. - San Luis Obispo, CA
Principal Planner/Director
10/13 - Present

Quad Knopf, Inc. - Visalia, CA
Senior Associate Planner/Project Manager
04/91 - 10/13

EXPERIENCE

Contract Planning Services - Sanger, CA
City Planning Consultant/Director
Mr. Duda provided on-site contract City Planning services to the City of Sanger. He interpreted the City's General Plan and Municipal Code as development projects were proposed. He has also provided other planning evaluations such as environmental reviews, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda has been responsible for processing Conditional Use Permits, Zone Changes, Initial Studies/Mitigated Negative Declarations, General Plan Amendments, and other City permitting required by the Planning Division. He also provided ordinance updates for the City of Sanger to fit present day and future guidelines and requirements. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and policy concerns.

Contract City Planning Services - Fresno, CA
City Planning Consultant/On-Call Environmental
Mr. Duda provides contract City Planning services to the City of Fresno (population 526,147). He provides CEQA support for various projects with the City of Fresno and developers through 3rd party agreements for past 6 years. He provides other planning evaluations such as environmental reviews and CEQA compliance, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda has been performing CEQA compliance for various projects within the City very efficiently hitting deadlines, and within project budgets.

Contract City Planning Services - Tulare, CA
City Planning Consultant/City Planner
Mr. Duda provided on-site contract City Planning services to the City of Tulare (population 64,546). He interpreted the City's General Plan and Municipal Code as development projects were proposed. He also provided other planning evaluations such as CEQA/NEPA environmental documents and reviews, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda was responsible for processing Conditional Use Permits, CEQA compliance, Zone Changes, General Plan Amendments, and other City permitting required by the Planning Division. He provided ordinance updates for the City of Tulare to fit present day and future guidelines and requirements. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and policy concerns.

Contract Planning Services - Selma, CA
City Planning Consultant/Director
Mr. Duda provided on-site contract City Planning services to the City of Selma. He interpreted the City's General Plan and Municipal Code as development projects were proposed. Mr. Duda has been responsible for processing Conditional Use Permits, Zone Changes, Initial Studies/Mitigated Negative Declarations, General Plan Amendments, and other City permitting required by the Planning Division. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and environmental policies.

References
Paul Bernal | City of Visalia | (559) 713-4359 | paul.bernal@visalia.city
Chuck Kinney | Kings County | (559) 852-2679 | chuck.kinney@co.kings.ca.us
Mario Anaya | City of Tulare | (559) 684-4223 | manaya@tulare.ca.gov

Hector Guerra

Senior Environmental Planner

41+ Years Experience
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Clovis, CA 93619

EDUCATION

Master of City and Regional Planning
CSU Fresno
Fresno, CA

B.A. - History
CSU Fresno
Fresno, CA

AREAS OF EXPERTISE

City Planning
Project Management/Land Entitlements
Contract Planning Services
Zoning Ordinances
Planning Reports
Document Control

EMPLOYMENT

4Creeks, Inc. - Clovis, CA
Environmental Planning Division Manager
03/25 - Present

Tulare County RMA - Visalia, CA
Chief, Environmental Planning Division
03/11 - 12/23

City of Dinuba - Dinuba, CA
Principal Planner
01/06 - 03/10

San Joaquin Valley Air Pollution Control District - Fresno, CA
Senior Air Quality Planner
10/93 - 12/05

EXPERIENCE

Environmental Planning - Tulare County, CA
Environmental Planning Division Manager
Mr. Guerra served as the Chief Environmental Planner while at the County of Tulare, Resource Management Agency (RMA), Economic Development and Planning Branch in Visalia, CA. He was responsible for the complete oversight of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes for the RMA. He managed the preparation of environmental impact reports, negative and mitigated negative declarations (ND/MND), categorical exemptions, and NEPA documents such as Categorical Exclusions and Environmental Assessment/Findings of Non-Significance for County-related projects and private sector projects. He also assisted in writing comprehensive community plan updates, Housing Element, Health and Safety Element, and prepared either EIRs or MNDs for these projects.

Principal Planner - Dinuba, CA
Principal Planner
Mr. Guerra served as the City Planner and performed all entitlement processes. Entitlements included conditional use permits, lot line adjustments, re-zones, general plan amendments, parcel maps, and subdivision maps. Major projects include a comprehensive update of the 2007 General Plan, Zoning Ordinance, and Zoning Map. He participated in the preparation of the draft West Dinuba Specific Plan, prepared the draft 2009 Housing Element, and oversaw the development of a comprehensive historical resources survey.

San Joaquin Valley Air Pollution Control District - Fresno, CA
Senior Air Quality Planner
Mr. Guerra prepared air quality plans and rules necessary to meet the mandates of the Federal Clean Air Act. The plan and rule development process included research, data collection and analysis, development of alternatives, plan preparation, public meetings/hearings, workshops, preparation of CEQA documents, and submittal to appropriate state and federal agencies.

Visalia Transit - Visalia, CA
Senior Administrative Assistant
Mr. Guerra performed various transit analyst duties for the City of Visalia transit system. He prepared the 1993 VCC Americans with Disabilities Act (ADA) Paratransit Complementary Plan, updated the 1991 Federal Transit Administration (FTA) Title VI Report, analyzed the 1992-1993 Paratransit service (Dial-a-Ride), as part of an audit to monitor compliance by the contracted operator of VCC, prepared the 1992 FTA Section 15 Report, prepared the 1992-1993 DBE Program Goal Setting and Reporting requirements, designed and initiated the ADA certification process for VCC transit users, assisted in preparing the draft 1993-94 Short Range Transit Plan, and assisted in completing the 1992 Visalia Transit Plan.

References
Aaron Bock | Tulare County RMA | (559) 624-7000 | abock@tularecounty.ca.gov
Austin Pierce | Live Oak Associates, Inc. | (559) 642-4880 | apearson@loainc.com
Georgiena Vivian | VRPA Technologies, Inc. | (559) 259-9257 | gvivian@vrpatechnologies.com

Nate Antepenko

Associate Environmental Planner

5+ Years Experience
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San Luis Obispo, CA 93401

EDUCATION

B.S. - City and Regional Planning, Minor in Real Property Development
Cal Poly SLO
San Luis Obispo, CA

AREAS OF EXPERTISE

Environmental Management
CEQA/NEPA Compliance
Project Research/Analysis
Air Quality/Greenhouse Gas Studies
ArcGIS
Adobe InDesign

EMPLOYMENT

4Creeks, Inc. - San Luis Obispo, CA
Associate Planner
06/22 - Present

4Creeks, Inc. - San Luis Obispo, CA
Assistant Planner
11/21 - 06/22

EXPERIENCE

Kamm Avenue and Alta Avenue Safety Study - Dinuba, CA
Associate Planner

Assisted in the preparation of a planning study to address bicycle and pedestrian safety at the intersection at Kamm Avenue and Alta Avenue in the City of Dinuba. The intersection is located adjacent to a planned future high school so the study analyzed anticipated student travel modes/patterns and provided conceptual design plans to calm traffic and improve connectivity for students. The final proposed design included a collection of improvements, including bike lanes, expanded landscaping, innovative striping, pedestrian refuge islands, curb extensions and a HAWK crossing.

Environmental Impact Report - Kings County, CA
Associate Planner

Drafted an EIR to address the environmental effects associated with implementation of a residential project in the Armona Community. After completing an Initial Study, it was found that the project would generate VMT exceeding the County's thresholds. In the report, travel trends, such as direction and distance, for residents in the community were analyzed. Alternatives and mitigations to the project were proposed to potentially reduce the environmental impact. Mitigations were based on making surrounding land used more accessible from alternative transportation methods.

Tentative Subdivision Map, Annexation, Pre-Zone, Initial Study/Mitigated Negative Declaration - Visalia, CA
Associate Planner

Assisted in the design, annexation, and CEQA documents of a 136-unit single- family residential subdivision in the City of Visalia. The project site was previously in an unincorporated area of Tulare County. The project required an Initial Study and Mitigated Negative Declaration for the project, which required analysis of the project's potential environmental impacts and evaluation of the project's consistency with the City's ordinances and policies.

Planned Development Initial Study/Mitigated Negative Declaration - Visalia, CA
Associate Planner

Assisted in developing CEQA documents for a planned development in Visalia. This development contains low, medium, and high-density residential uses, along with commercial and park space. The study provided analysis and impacts of the community on the environment and mitigation measures to implement for reduction of impacts.

References
Steven Sopp | City of Tulare | (559) 684-4216 | ssopp@tulare.ca.gov
Sandra Lerma | City of Hanford | (559) 585-2587 | slerma@hanfordca.gov
Alex Hernandez | Kings County Community Development Agency | (559) 852-2679 | alex.hernandez@co.kings.ca.us

Lisa Wallis-Dutra, PE, TE, PTOE, RSP$_1$

Senior Civil/Traffic Engineer

35+ Years Experience
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Visalia, CA 93292

REGISTRATIONS & CERTIFICATIONS

Professional Engineer
California - No. 71262
Professional Traffic Engineer
California - No. TR 1888
Professional Traffic Operations Engineer, Road Safety Professional

EDUCATION

B.S. - Electrical Engineering
University of the Pacific
Stockton, CA

AREAS OF EXPERTISE

Traffic Engineering Design
Traffic Operations Analysis
Traffic Signals
Roundabouts & Complete Streets
Bicycle & Pedestrian Facilities
Active Transportation Plans
Safe Routes to School
Roadway Lighting
Signing & Pavement Delineation
Roadway Safety
Traffic Control for Staged Construction

EMPLOYMENT

4Creeks, Inc. - Visalia, CA
Senior Traffic Engineer
12/21 - Present

Quad Knopf, Inc. - Visalia, CA
Director of Quality/Project Manager/Senior Traffic Engineer
03/10 - 12/21

EXPERIENCE

City Engineering Services - Cities of Exeter and Farmersville, CA
Contract City Engineer
Ms. Wallis-Dutra previously served as Contract City Engineer for Exeter and Farmersville, managing municipal projects and providing engineering, plan checks, construction oversight, and grant administration. She worked closely with City staff, Council, Caltrans, and TCAG, representing the cities on several TCAG committees including Active Transportation, Technical Advisory, and Regional Housing Needs.

Goshen Trail Reconstruction - Visalia, CA
Project Manager/Senior Traffic Engineer
Ms. Wallis-Dutra is the Project Manager for the design of six miles of Goshen Trail between Giddings Street and Camp Drive, overseeing engineering, permitting, agency coordination, and construction documents. The project addresses safety and accessibility issues with protected intersections, bike queuing areas, distinct crossings, green bike lanes, motorist waiting zones, and accessible pedestrian signals.

Butterfield Stage Corridor - Porterville, CA
Senior Traffic Engineer/Quality Control
The project is funded through the Active Transportation Program (ATP) and includes the completion of plans, specifications, and construction cost estimates for a new 4.3-mile Class 1 trail between N. Grand Avenue and E. Yates Avenue in the City of Porterville. This project includes the design of 20 new ADA-compliant curb ramps, six pedestrian hybrid beacon systems, six rectangular rapid flashing beacon systems, three culvert crossings, a new 16" reclaimed water line, landscaping and irrigation, architectural features, and trail amenities.

Santa Fe Byway - Porterville, CA
Senior Traffic Engineer/Quality Control
Provided traffic engineering design and quality control for the 1.3-mile revitalization of a Class I trail along Porterville's former Rails to Trails corridor. Project enhancements included pedestrian hybrid beacons, gabion ledges, fencing, drought-tolerant landscaping, shaded recreation areas, a repaired pedestrian bridge, park-and-walk facilities, a bike repair station, public art, and trail signage to improve safety, accessibility, and community engagement.

Akers Street/Ferguson Avenue Traffic Signal and Street Improvements - Visalia, CA
Project Manager/Senior Traffic Engineer
Ms. Wallis-Dutra was responsible for the completion of construction documents for this traffic signal installation and street improvements at the Akers Street/Ferguson Avenue intersection. As all corners were not developed, the traffic signal was designed to also accommodate the ultimate intersection configuration when completed in the future. Street improvements included roadway widening, accessible curb returns and ramps, signing, and pavement delineation.

References
Sarah Weaver | City of Porterville | (559) 791-7843 | sweaver@ci.porterville.ca.us
Eric Bons | City of Visalia | (559) 713-4350 | eric.bons@visalia.city
Diego Corvera | City of Visalia | (559) 713-4209 | diego.corvera@visalia.city

Grant McNulty

GIS Department Manager

9+ Years Experience
P: (559) 802-3052
E: grantm@4-creeks.com
A: 605 Santa Rosa Street,
Suite A
San Luis Obispo, CA 93401

SUPERVISOR
Randy Wasnick, PLS

EDUCATION
B.S. - Anthropology and Geography, Minor in Spanish and Latin American Studies
Cal Poly SLO
San Luis Obispo, CA

AREAS OF EXPERTISE
Spatial Analysis
Data Management
Cartography
Web Applications
Remote Pilot
Esri Products (Map, Pro, Online)
Q GIS
Microsoft Suite
Tableau
DroneDeploy
Pix4D

EMPLOYMENT
4Creeks, Inc. - San Luis Obispo, CA
GIS Analyst
11/15 - Present

4Creeks, Inc. - San Luis Obispo, CA
Intern
06/15 - 09/15

EXPERIENCE

On-Call City GIS Services - Dinuba and Farmersville, CA
GIS Analyst
Mr. McNulty serves as the City GIS Manager for the Cities of Dinuba and Farmersville, He oversees the development, management, and administration of the City's ArcGIS online platform. He provides support with the preparation of various cartographic exhibits, spatial analyses, and web tools such as updated zoning maps, utility maps, and City addresses.

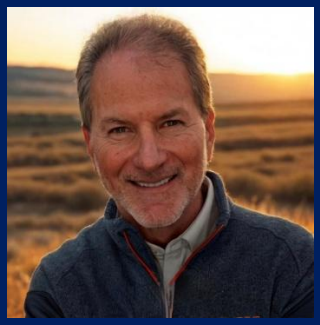
Fire Department GIS Projects - Dinuba, CA
GIS Analyst
Mr. McNulty reconciled existing fire hydrant location data with 911 app data to create a web tool to show locations and hydrant information. Mr. McNulty worked with the Fire Department to analyze current travel and response times for fire crews to reach locations within the City and look at proposed locations for a new department building. A field collection and monitoring app was created to identify fire hazards within the City, contact landowners, and monitor survey progress and hazard status.

California Citrus Mutual (CCM) ArcGIS Online Management - Exeter, CA
GIS Analyst
Mr. McNulty manages and developed CCM's ArcGIS Online platform, as well as developed a web mapping application for California citrus growers to view their fields about legislative districts, filter datasets, look up contact information and weather stations, and summarize citrus fields and acres by district.

Cross Creek Flood Control District Valuation Assessment - Corcoran, CA
GIS Analyst
Cross Creek Flood Control District (CCFCD) determined a need to raise the levee to protect the lands of Cross Creek based on the snow pack in the Sierra Nevada and the potential flooding hazards. CCFCD approved the appointment of independent valuation assessment commissioners to prepare a 2017 Valuation Assessment Roll fixing upon the lands of the District an assessment valuation per acre for each parcel in proportion to the benefits to be derived from the supplemental Reclamation Plan of the District (CWC Section 51320-15323). Mr. McNulty conducted the spatial analysis to delineate benefit zones and assign benefit values to each parcel based on elevation, assessment values, and land use data.

Anaerobic Digester and Pipeline Design - Central Valley, CA
GIS Analyst
4Creeks, in partnership with California Bioenergy, has been designing, permitting, and constructing dairy digester facilities throughout the Central Valley. Mr. McNulty has been assisting the team in locating pipeline routes and creating pipeline location map books, cluster project exhibits, and other various exhibits as needed.

References
Joanne Bear | Dinuba City Fire Department | (559) 591-5931 | jbear@dinuba.ca.gov
Michael Bliss | California Citrus Mutual | (559) 592-37901 | michael@cacitrusmutual.com
Steven Thompson | City of Farmersville | (559) 747-0458 | sthompson@cityoffarmersville-ca.gov



Jon Sarquis

Sr. Marketing Manager/ Project Coordination

Environmental Project Coordination/ Brand Marketing Management / Client Relations / Business Development

Biography

An Insightful leader with a talent for successfully leading and coordinating teams. As a former Emmy-award-winning broadcaster and now marketing expert, Jon is a leader in project coordination, brand marketing, business development, and partner relations. Jon provides genuineness, expertise, dedication, and drive for the prompt delivery of services. Jon brings a wealth of experience in orchestrating multidisciplinary teams and delivering impactful marketing solutions within fast-paced environments. Renowned for a strategic mindset and an unwavering commitment to client success, Jon has guided cross-functional initiatives from conception to execution, consistently exceeding expectations. Jon assists clients reaching their full potential. His entry into the environmental community is met with a genuine appreciation for his people-first orientation, a winning track record and a positive attitude.

Education

Bachelor of Science, Business - Marketing Management • Western Governors University – SLC, UT

Associate of Arts, Broadcast Journalism • Modesto Jr. College – Modesto, CA

Professional Experience

- **Sr. Marketing Manager/Project Coordination - Soar Environmental Consulting, Inc., Fresno, CA** (2020 – Present)
- **Chief Marketing Officer - B-Com Marketing Management, Fresno, CA** (2010 – 2020)
- **Strategic Marketing and Media Manager, Datatech Software – Fresno, CA.** (2015 to 2019)
- **Emmy Awarded Journalist** (2000 -2015)

Project Experience

Soar Environmental – Project Oversight Manager – HP Communications – Middle Mile Broadband Network
With his senior-level experience, Jon is leading the Soar team to provide HP with excellent customer service for multiple projects throughout California. This role requires prompt delivery of numerous technical reports from Soar SMEs. He is currently facilitating the success of the Soar project management team.

Soar Environmental – Project Coordinator -California High Speed Rail Authority, Heavy Maintenance Facility EIR/EIS, California
Served as Coordinator of the 5 technical studies, overseeing work for three alternative sites in Merced, Fresno, and Bakersfield. Studies include geology, archaeology, hydrology, hazardous waste, and aesthetics/visual quality.

Soar Environmental – Project Coordinator - ZAYO - CPUC/ Northern California
Project coordination for applicant EIR haz/hazwaste and hydrology/geology/Mineral Resources sections for the large 230-mile section of a proposed fiber optic project in a five-county region in northeast California.

Soar Environmental – Project Coordinator - Big Creek Dam 4 - Southern California Edison – Project coordination for Aquatics, Western Pond Turtle, and Yellow-legged frog biological monitoring and trapping project coordination. Fresno County, CA

Soar Environmental – Project Coordinator – County of Merced, CA
Coordinated the team for the Housing Authority of Merced County in the NEPA review for all housing projects in the County to receive Grant funding from HUD.

Soar Environmental – Project Coordinator - National Park Service, Yosemite, CA
Project Coordinator for hazardous materials assessment and abatement plans.

Soar Environmental - Project Coordinator – CEQA/ISMND Fresno - Newbury - City of Fresno - CEQA Initial Study, project coordination for a

22-unit multi-family apartment project, a 44-home subdivision, and a commercial construction project.

Soar Environmental – Project Coordinator - SaftiFirst – Merced, CA
Project coordination for CERTS, SWPPP, TRI, and Risk Management Plans for the leading safety materials manufacturer in North America's four Merced locations.
Soar Environmental – Project Coordinator – CEQA/ISMND EndvrCA LLC
Trinity County required project coordination for a CEQA Initial Study. The client was in the process of building out three large, growing greenhouses and a commercial project facility on a 97-acre site. Work was completed on the Biological and Cultural technical reports, and the 21-factor checklist, and mitigation measures were in line with the County PEIR.
Soar Environmental – Project Coordinator - DTSC/AECOM – Coordinator of the Phase 1 ESA work in conjunction with the Protect the Health of Vulnerable Communities legislation. SB 158 and the Cleanup for Vulnerable Communities Initiative (CVCI).
Soar Environmental – Project Coordinator – CEQA/EIR - ZAYO – CPUC - Project coordination for applicant CPUC CEQA EIR haz/hazwaste and hydrology/geology sections for the large 230-mile section of a proposed fiber optic project in a five-county region in northeast California.
Soar Environmental – Project Coordinator - Kemira Solar - Pivot Energy – Project coordination with Pivot and the Kern County Advance Planning Division for the advancement of a multi-acre solar farm in the Mojave Desert of California.
Soar Environmental – Project Coordinator - NW Construction - Department of Water Resources/US Bureau of Reclamation - San Luis Reservoir/BF Sisk Dam project coordination for pre-activity site assessments. Merced County, CA
Soar Environmental – Project Coordinator - SolTrans – WSP – Coordinated teamwork assignments for Solano County's transition to inductive charging conversion for their bus fleet.
Soar Environmental – Project Coordinator - California Trout, Mono County, CA- By-Day Creek Ecological Refuge cultural resources assessment and environmental review team coordination. Mono County, CA
Soar Environmental – Project Coordinator - CA High-Speed Rail Kings/Tulare Station integration alternatives study project; staff and work coordination.

Professional Associations

National Environmental Professionals Association, American Planning Association, California Environmental Professionals

Michael J Murphy

Principal/CEO

25 Years of Relevant Experience in Environmental Clearance

Biography

Principal/CEO of Soar Environmental Consulting, Inc. with over 18 years of firsthand experience providing leadership; environmental management; program management; license negotation and permitting negotiations and implementation; and practical consulting support for clients across California.

Education

BS Ecological and Evolutionary Biology; Tulane University, New Orleans, LA.

Certifications

- 40-Hour Hazwoper
- CA Hazwoper Incident Commander
- Managing Hazardous Waste in California
- Advanced Hazardous Waste Management

Technical Expertise

- Environmental Oversight Management
- FERC Hydroelectric Licensing
- CEQA/NEPA
- Environmental Permitting
- Programmatic Agreement Negotations
- Process Development/ Improvement
- HazardousWaste Program Management

Practical Experience

Mr. Murphy has 25 years of firsthand experience providing leadership, program management, environmental and regulatory compliance oversight and management in a variety of construction sectors. Since 2014, as CEO of Soar Environmental Consulting Inc., Mike successfully leads an outstanding team of scientists in multiple disciplines. Under his successful mentorship, he has led the company to a growth rate of over 25% per year.

Mr. Murphy has a wide breadth of environmental experience. He was personally commissioned by the California High-Speed Rail Authority to provide environmental oversight management for Construction Package 1 to the Project. In this capacity, he was responsible for ensuring the implementation of over 550 mitigation measures and permit conditions. His responsibilities also included acting as a liaison between federal, state, and local agencies; developing, reviewing, and approving construction-related environmental documents; conducting Phase I and Phase II Environmental Site Assessments; developing environmental permits; creating CEQA/NEPA documentation; and maintain effective lines of communication between field crews and executive management teams to ensure environmental compliance and promote project success.

He has personally management and analyzed new and upcoming regulatory driven licenses for rail and utility projects with billion-dollar budgets, built comprehensive environmental plans and forecasted the need for staff to fulfill specific roles within the appropriate divisions. His history with large scale, complex projects has honed his ability to successfully analyze and develop programmatic permits and multi-year environmental plans based upon environmental constraints correlated with mission requirements and financial efficacy. Michael has directly performed benchmarking studies for linear transportation projects and regulated utilities to streamline environmental processes and ensure simplified governance.

He has personally developed large diverse teams of scientists, project managers and skilled technical employees to work with FRA, FHWA, Caltrans, USACE, USA-FS, EPA, USFWS, CDFW, DOT, DSOD, RWQCB, CUPA, and other environmental agencies and NGOs throughout Central and Southern California. He has successfully negotiated complex, multi-discipline, Environmental Programmatic Agreements.

Michael has developed CEQA and NEPA Environmental Studies, Programmatic CWA 401, 404, and CDFW 1600 Permits supporting construction in sensitive habitats to ensure timely infrastructure modifications. He successfully, developed Hazardous Materials Business Plans, Emergency Action Plans for Dam Failure, Shoreline Management Plans, and Historic Properties Management Plans. One highlight is that Michael has successfully negotiated and implemented multiple NPDES Permits for outflows at Powerhouses using Membrane Bioreactor Treatment Technology.

1401 Fulton Street, Suite 918 Fresno, Ca 93721
www.soarhere.com ● 559.547.8884

Coursework/Training

- SAFEMap Leader
- SAFEMinds Trainer
- EEI Senior Management Training

Professional Affiliations

- National Association of Environmental Professionals
- Association of State Dam Safety Officials
- California Water Environment Association
- American Fisheries Society Honored Speaker, National Energy Symposium, "Regulatory Compliance through GIS on a FERC-permitted Hydroelectricity Project". 2011
- Presenter, ASDSO, "Waterproofing of the Upstream Face of Shaver Lake Dam". 2012
- Invited Speaker, American Fisheries Society Annual Conference, "Can You Even Use this Dam UAV Technology? Practically". 2015
- Awarded Annual Leader of Leaders Award, SAFEMAP, 2011
- Awarded County and State-Level NPDES Plant of the Year Award Small Category (<5 MGD), CWEA 2010 and 2011
- Guest Panelist, NAEP Annual Seminar, "Energy & the Environment: Ensuring Compliance in a Changing World". 2010
- Invited Speaker, ASDSO Annual Conference, "Permitting Constraints during Geomembrane Liner Installation on Multiple Arch Dams". 2011

Highlighted Projects

Environmental Program Oversight Manager-California High-Speed Rail, CP-1 2015-2022
Mr. Murphy was commissioned by the California High-Speed Rail Authority to act as an integral part of the Project and Construction Management team and provide environmental oversight management for Construction Package 1, a $1.3 billion, 33-mile section of the California High-Speed Rail. He managed the overall Project compliance, acted as the liaison between federal, state, and local agencies, reviews and approved all construction-related environmental documents, conducted Phase I and Phase II Environmental Site Assessments (ESAs), developed environmental permits, and created legally sound CEQA/NEPA documentation across the Project. Michael ensured compliance with environmental requirements related to final environmental permitting and oversaw the implementation of over 550 Mitigation Measures and Permit Conditions. His company is approved to use the N.A.S.A Root Cause Analysis Tool (RCAT) to evaluate the effectiveness of Environmental Management Systems. Mr. Murphy conducted root case analyses to identify casual factors related to Project compliance, analyzed extant process, developed measures to ensure compliance, and implemented stop gaps ultimately ensuring a high level of environmental compliance while avoiding construction delay.

FERC Traditional and Alternative License Acquisition & Implementation – Southern California Edison
Negotiated and managed the implementation of a 33,000-page Alternative License Plan for hydroelectric projects located in the Sierra Nevada Mountains. Developed all environmental compliance plans related to the ALP License. Managed the design, content, development, and implementation of the Environmental and Safety programs. Negotiated programmatic permitting and associated multi-year plans and measures for facilities located in culturally sensitive area on the San Joaquin River. He developed the compliance schedule and oversaw full integration of Shoreline, Quagga and Zebra Mussel, Bald Eagle, Stormwater Pollution Prevention; SPCC, Sensitive Species, interpretive signing, and Sediment Management Plans. Michael designed site-specific plans, compliance schedules, and fail-safe processes implemented over a 34-year time period. Michael also personally designed the annual site-specific training for each module, focusing comprehensive training designed specifically for each job classification designed specifically for each job classification and has trained over a thousand employees, contractors, and consultants on the required measures.

Environmental Permitting for SCE Northern Hydro Big Creek Powerhouses 2/2A, Powerhouse 3 Transmission Lines; Huntington Lake – Big Creek 1, Portal, mammoth Pool Powerhouse and Saginaw Distribution Lines
During multiple transmission and distribution relocation projects in the Sierra Nevada Mountains, Mr. Murphy negotiated and managed licensing and permitting acquisition and compliance through multiple Raptor Concentration Areas, fire hazard areas, wetlands, stream crossings, environmentally sensitive areas, and areas of cultural significance throughout the service territory.

Environmental Permitting for SCE Tehachapi Transmission Line – Tehachapi, CA
As a trusted environmental resource, Michael assisted SCE with developing environmental permitting scope of work for a major power transmission line project for in Tehachapi, California. The SCE Tehachapi Renewable Transmission Project, which includes transmission facilities equaling 250 miles, will deliver electricity from wind farms in the area to customers in southern California. He identified general conditions required for construction of new lines, developed consultation plans with agencies, and ensured permits required for project construction were developed IAW the new CAISO standards.

Steve Kleinman

Sr. Environmental Planner

Education

· Master of Urban and Regional Planning in Transportation Policy and Planning, UCLA, Los Angeles, CA - 2017
· B.A, Geography and Urban Planning, Binghamton University, Binghamton, New York - 2015

Technical Expertise

Data Analytics
ArcGIS
Adobe
Web Design
Microsoft 365
General Transit Feed Specification (GTFS)
hic Information Systems (GIS)
Technical Writing

Practical Experience

With 11 years of experience in city, county, MPO, state, and federal government positions and large and small private firms, Steve provides expert-level land use, environment, and transportation planning skills. His projects include major infrastructure, private development, and city and county planning projects. Steve is an asset to every project he undertakes, and we are glad he is on the Soar team.

Highlighted CEQA/NEPA Projects 2024 to Present

Soar Environmental Consulting Sample Projects –
Senior Environmental Planning – Fresno County – Sentry Ag/Van Der Kooi Dairy EIR.
Steve is leading our team of 3 planners in this substantial project. As the dairy expands, the Department of Justice requires the EIR for environmental clearance and compliance.

Lead Environmental Planner – CA High-Speed Rail – CA
Steve is the lead planner on the Aesthetics and Visual Resources Technical Report for the CA High-Speed Rail Heavy Maintenance Facility project. Steve has compiled multiple integral sections of the Technical Report and conducted related site visits and geospatial analysis using ArcGIS while collaborating with other team members.

Lead Environmental Planner – John C. Fremont Hospital District NEPA Environmental Assessment– Mariposa, CA
Soar Environmental is the environmental consultant for the Hospital District planning and schematic design for a new multi-story hospital expansion of the existing facility. Steve is the project manager and lead author for this document. The NEPA document is required due to federal funding sources and tribal consultations.

Lead Environmental Planner - RDR LLC CEQA IS/MND– Solano County, CA
Steve is leading the planning team for a CEQA Initial Study for a 426-acre project site in rural Solano County. The project aims to subdivide the acreage into ten parcels and develop the grazing land for agricultural operations. Steve is coordinating the team's effort to research biological and cultural resources and complete the CEQA checklist.

Lead Environmental Planner – Three Palms CEQA IS/MND, Fresno, CA
Steve has completed coordinating the CEQA checklist, authoring the document, and delivering the CEQA Initial Study to the City of Fresno planning department. The project involves reengineering and constructing a new septic system in an established residential park. The State of California currently publishes the Initial Study.

Further Planning Experience

Special Projects Planner (Land Use & Environmental Planner) - Wynn Coastal Planning & Biology - Fort Bragg, CA - 2022-2024

In this role, Mr. Kleinman prepared applications for various planning projects along the Northern California Coast while communicating consistently with clients to ensure all goals and needs were met most effectively. In addition, he also produced a variety of technical planning recommendations related to planning, zoning, land divisions, and environmental quality concerning projects presented to the Planning Commission, Board of Supervisors, CA Coastal Commission, Zoning Administrator, and Coastal Permit Administrator.

Land Use Planner - County of Mendocino - Fort Bragg, CA - 2021-2022

Steve Kleinman interpreted and reviewed Federal, State, and County laws, codes, and guidelines associated with current and advanced planning activities and subsequently made determinations for project applications in this position. He also conducted field inspections and investigations of planning projects to ensure compliance with applicable codes, laws, and specifications while collaborating with Code Enforcement Officers to investigate zoning complaints and violations and make recommendations for resolving any issues.

Transportation Planner II - HNTB Corporation - Fort Bragg, CA - 2020-2021

Steve served as a transportation planner for rail projects in California, including for clients such as LA Metro, Metrolink, SANDAG, and Brightline. He prepared planning and environmental review documents, created presentation materials, performed geospatial analysis using ArcGIS, and assisted in presenting project work to clients and community groups. Additionally, he analyzed and reported on CEQA and NEPA documents related to transportation projects.

Planning & Land Use Deputy. City of Los Angeles Councilmember Paul Koretz, Council District 5, Los Angeles, CA 2017-2020

Steve oversaw Planning projects for 150,000 residents and approximately 31,000 parcels across 18 square miles. He reviewed all proposed discretionary Planning and Land Use projects in Los Angeles City Council District 5, tracked project applications throughout the application process, reviewed CEQA compliance, conducted site visits, met with stakeholders, attended hearings, and facilitated community outreach. Steve addressed daily planning and other city-related inquiries from constituents and stakeholders. He drafted, edited, and prepared correspondence, briefing memos, legislative motions, and documents for the Los Angeles City government planning and legislative issues. Steve attended Neighborhood Council and Homeowners Association meetings, public hearings, office hours, and other district events as a representative of Councilmember Koretz.

GIS/Transportation Research and Analysis - Southern California Association of Governments - Los Angeles, CA 2016 to 2017 Present Transportation Research and Analysis Intern• Perform GIS analysis and cartography, including spatial analysis, geoprocessing, shapefile editing, and geocoding• Collaborate with CEQA specialists to geolocate hundreds of addresses for Intergovernmental Review• Create charts and spreadsheets for land use analysis, including housing affordability and transportation impacts• Participate in meetings with member agencies and regional stakeholders• Develop, update, and maintain GIS database including general plan, specific plan, CEQA, and zoning data• Perform GIS analysis and map creation, including spatial analysis, geoprocessing, shapefile editing, and geocoding• Prepare reports, maps, and documents for various programs and projects in the region• Assist in the fulfillment of data and information requests from SCAG internal staff and SCAG member agencies• Create charts and spreadsheets for land use analysis, including housing affordability and transportation impacts.

Railroad Policy and Development - Federal Railroad Administration - Washington, DC, 2015 to 2016

Policy and Development staff • Conducted research in support of several major initiatives for Amtrak ADA Stations Program• Produced presentations, reports, and data analytics for meetings with senior officials and external stakeholders• Participated in planning meetings for Washington Union Station mega-redevelopment project• Oversaw implementation of revolutionary Shuttle Platform technology deployed by Amtrak that provides level- boarding on freight mainline, and utilized Amtrak performance data for analysis of platform impacts• Attended meetings in place of superiors to produce detailed briefings to be shared with senior officials.

Tia Sar

Sr. Environmental Planner

Subject Area Expertise

Bachelor of Science in Environmental Engineering
GPA: 4.03/5.00 | Grades in top 5%
South China Agricultural University, Guangdong, China
May 2020 Study Abroad: McGill University, Montreal, Canada (Summer 2019), Sustainable Agricultural Skills

- Identifying factors influencing cost-effective wildlife crossing design criteria and performance.
- Experience designing, tendering, and constructing various highway wildlife mitigations.
- In-depth understanding of the owner (DOT) needs and perspective from a government context/milieu.
- Knowledge of highway design, construction techniques, specifications, maintenance & operational standards.

EDUCATION

Bachelor's of Arts degree in psychology
National University

Biography

Tia is a senior planner with over 10 years of experience in the environmental and planning industry, working in County jurisdictions such as Fresno and Mendocino Counties. Ms. Sar brings her passion for customer service, working with clients and applicants to successfully clear projects, meeting deadlines, environmental CEQA/NEPA EIR/EIS, Initial Studies, Environmental Assessments, and authorship and public presentations to Soar Environmental Consulting. Her communication skills and enthusiasm are off the charts, and she always looks at problems as solutions.

Relevant Work Experience

Sr. Environmental Planner - **Soar Environmental Consulting, Inc. July 2024 to Present**

- Ms. Sar on authoring the Sentry Ag EIR.
  The project involves a Fresno County Department of Justice-required EIR that focuses on the expansion of the dairy project and its greenhouse gas emissions.
- Lone Pine Paiute Shoshone Tribe Environmental Assessment
  The tribe seeks to build out this broadband infrastructure using federal dollars. Tia is leading the NEPA Environmental Assessment project, working directly with the client and authoring the document.
- California High-Speed Rail Authority Heavy Maintenance Facility requires an EIR/EIS for 3 to 4 alternative sites in California's Central Valley. Tia supports the authoring of the Aesthetics technical report.
- RDR Inc. is subdividing 423 acres in Solano County and is required by the county as the lead agency to supply a CEQA Mitigation Negative Declaration. Tia, the project manager, has completed the MND for county review.
- The City of Jurupa Valley is the CEQA lead agency for constructing a hotel and senior living residence. Soar Environment is completing the environmental technical documents, and Tia is authoring the Noise technical report.

Planner I & II - County of Mendocino - Fort Bragg, CA November 2018 to 2024

- Generate estimates and invoices for customers for future commercial and residential construction projects.
- Effective working relationships at all internal organizational levels, external agencies, and the public. Schedule site visits and permits for zoning approval.
- Zoning review of commercial and residential plans to ensure conformance with current building codes, zoning ordinances, and regulations regarding life safety, as well as supporting code compliance criteria.
- Prepare green sheets and plan to review letters, correspondence, CEQA analysis, EIR, and staff reports for each assigned Coastal Development Permit (CDP).
- Assist customers at the counter with questions and responses to plan check letters and back check letters.
- Code interpretation of ordinances and regulations related to planning.
- Take the lead in researching the history of code enforcement, ordinances, and related regulations when problems of interpretation arise.
- Assist the public with plans and building code questions. Identify technical issues, evaluate them, and implement appropriate solutions for customers.
- Perform over-the-counter processes from the beginning of the submittal to permit issuance.

- Ability to review construction development entitlements, including conditional use permits, tentative maps, variances, coastal development permits, and design reviews compliance with codes and Zoning land use requirements.
- Review planning projects in natural resources, including land conservation contracts, surface mining, and timber production resources. Pull and research the address folder for prior permits history as requested.
- Research and answer various zoning and land use questions by phone, public walk-ins, and letters from the public.
- Great knowledge of interpretation and application of the County of Mendocino Division I, II, & III Zoning Ordinance, policies, rules, regulations, and procedures.
- Assist management with various special projects as needed within our section. Present Planning Projects for approval to the Board of Supervisors, Coastal Permit Administrator, Planning Commission, and Mendocino Historic Review Board.
- Code enforcement planner for the coastal and inland areas.
- Ability to help applicants resolve code enforcement challenges and improve relationships between the owners and the county.

Program Planner and Technician-Public Works and Planning - Zoning - Fresno, CA, July 2014 to November 2018

- Provide estimates on building costs for the public.
- Schedule building permits inspections• Review and approve building plans and special projects and issue building permits.
- Develop procedures and training materials to ensure new staff processes are consistent.
- Manage all project deadlines to facilitate smooth workflow.
- Ensure planners have all the materials they need at all times.
- Triage daily workflow and train new Planners on department expectations.

Tyson Carroll

Landscape Architect

1512 W. Mineral King Ave. Visalia, CA 93291
ph. 559. 786. 9600 fax. 559. 636. 3277
tyson@iwoodarchitecture.com

Education

Cal Poly State University at
San Luis Obispo, CA (2004)
Bachelor of Landscape Architecture/ Bachelor of Arts in History

Licenses and Certifications

Professional Landscape Architect (PLA) **#5803**
LEED Accredited Professional LEED AP
Licensed Landscape Contractor **#978955**
Certified Arborist **#WE- 10179A**

Experience

Wood Architecture, Inc. (2008-Present)

- Landscape Architecture
- Schematic Plans
- Design Development
- Landscape construction documents
- Plant procurement and tagging
- Project management
- Construction observation and administration
- Past projects/clients:

Belmont Bike Path, Exeter, CA; *4C Global*
Valco Trail Head; Cupertino, CA; *Corporate Campus*
Alicante Streetscape, Fresno, CA; *Granville Homes*

Urban Tree Foundation (UTF), Project Manager (2009-Present)

- Grant writing and cost estimating
- Grant administration and project management
- Planting and irrigation design
- Project scheduling and ordering
- Irrigation and planting installation
- Landscape standards and specifications for municipalities and state agencies
- Past projects/clients:

St. John's Trail E. of McAuliff, EEMP Grant Program
Miki City Park; City of Visalia and Urban Greening Grant Program
Jennings Ditch Waterway Restoration; City of Visalia and Urban Greening Grant Program

Conceptual Design and Planning Company (CDPC) Project Manager (2005-2008)

- Proposal writing and cost estimating
- Development of schematic and conceptual drawings
- Landscape construction documents
- Company implementation of LEED processes and standards
- Past projects/clients:

Hesperia Retail Center, Hesperia, CA;
Lewis Retail Company

Fountain Glen at Terra Vista, Rancho Cucamonga, CA;
Lewis Retail Company

Queen of the Valley Master Plan Napa, CA;
St. Joseph Health

4. Relevant Experience

City of Fresno

Project Objective
To support the City of Fresno in delivering high-quality, efficient, and compliant planning services, with a focus on CEQA compliance and environmental review, by providing expert contract planning assistance.

Project Description
Mr. Duda serves as a contract City Planner for the City of Fresno (population 526,147) for over six years. His work includes providing California Environmental Quality Act (CEQA) support for a range of public and private development projects, including those managed through third-party agreements with developers. His responsibilities span a variety of planning functions, such as environmental assessments, CEQA documentation, policy analysis, site plan and entitlement reviews, preparation of staff reports, General Plan and Zoning Ordinance interpretations, and overall project management. His role requires collaboration with city staff, developers, consultants, and the public to ensure compliance with local and state planning regulations.

Project Outcome
Mr. Duda has consistently delivered high-quality planning and CEQA services, meeting project deadlines and remaining within budget constraints. His work has contributed to the timely advancement of development projects within the City of Fresno, while ensuring regulatory compliance and maintaining the integrity of city planning processes.

Contracting Agency
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact
Chris Lang
(559) 621-8023
chris.lang@fresno.gov

Contract Amount
$12,000 - $45,000

Date of Contract
2018 - Current

4Creeks Project Manager
David Duda
david.duda@4-creeks.com
(559) 802-3052

County of Tulare

Project Objective
To support the County of Tulare in delivering high-quality, efficient, and compliant planning services by providing expert contract planning assistance, with a focus on California Environmental Quality Act (CEQA) compliance and environmental review.

Project Description
Mr. Duda has served as a contract planner for the County of Tulare, providing expert support on a range of public and private development projects. His work emphasizes CEQA compliance and includes preparing environmental documentation, conducting environmental assessments, and managing review processes for projects involving third-party developers. In addition to environmental review, his responsibilities include site plan and entitlement review, policy analysis, staff report preparation, General Plan and Zoning Ordinance interpretation, and overall project coordination. Mr. Duda works closely with County staff, developers, consultants, and the public to ensure that planning processes align with both local and state regulatory requirements.

Project Outcome
Mr. Duda has consistently delivered high-quality planning and CEQA services to the County of Tulare, meeting project deadlines and maintaining budget discipline. His work has contributed to the timely progression of development projects throughout the County, ensuring regulatory compliance and supporting the County's planning objectives and development standards.

Contracting Agency
City of Tulare
5961 S. Mooney Boulevard
Visalia, CA 93277

Agency Contact
Aaron Bock
(559) 624-7050
abock@tularecounty.ca.gov

Contract Amount
$50,000 Annually

Date of Contract
2016 - Current

4Creeks Project Manager
David Duda
david.duda@4-creeks.com
(559) 802-3052

City of Porterville

Project Objective
To support the City of Porterville in delivering efficient, high-quality, and compliant planning services by providing expert contract planning assistance, with a strong emphasis on California Environmental Quality Act (CEQA) compliance and environmental review.

Project Description
Mr. Duda serves as a contract planner for the City of Porterville, providing professional planning support across a range of public and private development projects. His work includes preparing CEQA documentation, conducting environmental assessments, reviewing site plans and entitlement applications, and performing policy and zoning analyses. He also prepares staff reports, interprets the City's General Plan and Zoning Ordinance, and manages projects through all phases of the planning process. Mr. Duda collaborates closely with City staff, developers, consultants, and community stakeholders to ensure that all planning activities align with local goals and comply with state and municipal regulation.

Project Outcome
Mr. Duda has consistently delivered high-quality planning and environmental review services for the City of Porterville, meeting deadlines and maintaining budget efficiency. His contributions have supported the timely advancement of development projects while upholding the City's planning standards and regulatory requirements.

Contracting Agency
City of Porterville
291 N. Main Street
Porterville, CA 93257

Agency Contact
Claudia Calderon
(559) 782-7460
ccalderon@ci.porterville.ca.us

Contract Amount
$15,000

Date of Contract
2022 - Current

4Creeks Project Manager
David Duda
david.duda@4-creeks.com
(559) 802-3052

City of Tulare

Project Objective
To provide comprehensive, on-site contract planning services to support the City of Tulare's Planning Division in processing development applications, ensuring CEQA/NEPA compliance, updating planning policies, and facilitating orderly growth aligned with city regulations.

Project Description
Mr. David Duda served as the City Planner for the City of Tulare from 2013-2016 (population 64,546), supporting staff with day-to-day planning functions and long-range policy work. His responsibilities included interpreting the City's General Plan and Municipal Code in relation to proposed development projects, processing entitlement applications such as Conditional Use Permits, Zone Changes, and General Plan Amendments, and preparing CEQA and NEPA environmental documents. He conducted site plan reviews, authored staff reports, and managed project workflows to maintain efficiency and regulatory compliance. Additionally, Mr. Duda led updates to planning ordinances to ensure consistency with current and future state and local requirements. Throughout his tenure, he collaborated closely with City staff to research, analyze, and advise on complex planning and policy issues.

Project Outcome
Provided the City with zoning ordinance updates and general City planning consulting as well as guiding developer applicant projects through the City required land entitlement processes.

Contracting Agency
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274

Agency Contact
Mario Anaya
(559) 685-2300
manaya@tulare.ca.gov

Contract Amount
Time & Materials Annually

Date of Contract
2013 - 2016

4Creeks Project Manager
David Duda
david.duda@4-creeks.com
(559) 802-3052

City of Dinuba Contract Planning

Project Objective
4Creeks provides comprehensive long-range and current planning services to the City of Dinuba, supporting both regulatory updates and day-to-day planning operations.

Project Description
On the long-range side, our team updated the City's zoning ordinance and general plan, led the rezoning of more than 120 parcels to ensure consistency with the updated general plan, and supported the review and refinement of housing element updates. For current planning, we managed entitlement processes for subdivisions, conditional use permits, and site plan reviews. We also led pre-application consultations and coordinated closely with partner agencies to ensure a smooth development process. Our planners regularly presented projects to both the Planning Commission and City Council, helping guide decisions aligned with the City's planning vision. We provide full CEQA compliance services—determining appropriate levels of environmental review, preparing exemptions and initial studies, and reviewing environmental documents with tailored guidance for City decision-makers. In addition, we offer on-site staffing support at City Hall, assisting with daily planning activities and providing training to City staff.

Project Outcome
As a result of this work, Mr. Schoettler successfully processed over 800 residential lots and numerous commercial developments. These efforts have helped maintain consistency with evolving planning policies, streamline the development review process, and uphold CEQA compliance across all planning actions.

Contracting Agency
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

Agency Contact
Daniel James
(559) 591-5900
djames@dinuba.ca.gov

Contract Amount
Time & Materials Annually

Date of Contract
July 2018 - Present

4Creeks Project Manager
Karl Schoettler
karls@4-creeks.com
(559) 802-3052

References

Jason Ridenour
City of Exeter
City Manager
jridenour@exetercityhall.com
100 N. C Street
Exeter, CA 93221
(559) 592-4539

Chuck Kinney
Kings County
Supervising Planner
chuck.kinney@co.kings.ca.us
1400 W. Lacey Boulevard
Hanford, CA 93230
(559) 852-2679

Daniel James
City of Dinuba
Assistant City Manager
djames@dinuba.ca.gov
405 E. El Monte Way
Dinuba, CA 93618
(559) 591-5900

Mario Anaya
City of Tulare
Community Development Director
manaya@tulare.ca.gov
411 E. Kern Avenue
Tulare, CA 93274
(559) 684-4223

Paul Bernal
City of Visalia
Community Development Director
paul.bernal@visalia.city
315 E. Acequia Avenue
Visalia, CA 93291
(559) 713-4444

4Creeks is committed to developing longstanding relationships with our clients. We understand this comes through trust and results, built one project at a time. Below is a list of clients who have come to trust us with their planning service needs.

Current Planning Public Agency Clients

City of Avenal
City of Dinuba
City of Exeter
City of Farmersville
City of Firebaugh
City of Fresno
City of Porterville
Madera County
Tulare County
Tuolumne County
Laguna Irrigation District
Lower Tule River Irrigation District
Tulare County Association of Governments

Cost Proposal

Honest
Authentic
Solutions

Effective June 1, 2025

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus, indirect costs, overhead, and profit. These rates are effective for one year from the contract execution date.

Classification	Charges Per Hour	Classification	Charges Per Hour
Architectural Services		**Planning Services**	
Associate Architect	**$160**	Assistant Planner	**$97**
Architect	**$185**	Associate Planner	**$116**
Senior Architect	**$221**	Planner	**$134**
Principal Architect	**$252**	Senior Planner	**$162**
		Principal Planner	**$194**
Civil Engineering Services			
Assistant Engineer	**$149**	**Project Manager**	
Associate Engineer	**$165**	Associate Project Manager	**$124**
Engineer	**$180**	Associate Project Manager - Design	**$149**
Senior Engineer	**$215**	Project Manager	**$149**
Principal Engineer	**$252**	Project Manager – Design	**$175**
		Senior Project Manager	**$196**
GIS Services		**Public Outreach Coordination**	
GIS Technician	**$108**	Associate Outreach Coordinator	**$108**
GIS Analyst/Developer	**$124**	Outreach Coordinator	**$129**
GIS Manager	**$149**		
Drone Pilot	**$180**	**Software Engineering Services**	
		Assistant Software Engineer	**$93**
Expert Witness		Associate Software Engineer	**$113**
Expert Witness	**$309**	Software Engineer	**$139**
		Senior Software Engineer	**$170**
Land Surveying Services		**Structural Engineering Services**	
Assistant Surveyor	**$124**	Associate Structural Engineer	**$149**
Associate Surveyor	**$155**	Structural Engineer	**$170**
Land Surveyor	**$175**	Senior Structural Engineer	**$196**
Senior Surveyor	**$200**	Principal Structural Engineer	**$221**
Principal Land Surveyor	**$235**		
Senior Survey Manager	**$165**	**Technical Services**	
1-Man, Survey Crew *	**$185**	Project Technician I	**$98**
2-Man, Survey Crew *	**$268**	Project Technician II	**$113**
3-Man, Survey Crew *	**$361**	Project Technician III	**$129**
		Project Technician IV	**$144**
1-Man, Survey Crew – Fresno/Tulare/Tuolumne	**$245**		
1-Man, Survey Crew – Kern/Kings	**$245**	**Utility Design Services**	
		Associate Utility Designer	**$129**
2-Man, Survey Crew – Fresno/Tulare/Tuolumne	**$400**	Utility Designer	**$160**
2-Man, Survey Crew – Kern/Kings	**$400**	Senior Utility Designer	**$201**
3-Man, Survey Crew – Fresno/Tulare/Tuolumne	**$585**	**Water Consulting Services**	
3-Man, Survey Crew – Kern/Kings	**$585**	Associate Water Consultant	**$118**
		Water Consultant	**$144**
		Senior Water Consultant	**$175**
		Principal Water Consultant	**$215**

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges $50.00/day)*
- *Printing and reproduction: $0.03 per b/w copy, $0.12 per color copy, $0.80 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*

*Prevailing wage rates are subject to change based on the DIR updates.

	Fully Burdened Rate
Principal / Program Oversight	$257
Certified Industrial Hygienist	$208
Director	$214
Senior Geologist / Sr. Hazardous Waste Team Leader	$235
Senior Project Manager / Environmental Engineer / Sustainability	$240
Hazardous Materials Environmental Engineer QSD, QSP, QISP	$154
UAV / Drone Program Pilot	$146
Sr. Archaeologist / RPA	$170
Archaeologist	$150
Cultural Resources Specialist	$125
Sr. Manager / Coordination	$163
Sr. Ecologist / Botanist	$180
Lead Delineator / Regulatory Specialist	$182
Sr. Wildlife Biologist	$170
Staff Biologist	$130
Sr. Environmental Planner	$170
GIS Specialist	$149
Environmental Planner	$137
Environmental Technician	$125
Administrative Consultant	$105
Environmental Assistant	$90
*Staff rates escalate on July 1 yearly per most recent Bureau of Labor Statistics Employment Cost Index.	

Point of Contact: Jon K Sarquis, Sr. Marketing Manager
SB-PW/DVBE #1786933/CADIR/SDVOSB
Serving all of California with office locations in:
Sacramento 916.936.8287 – Pasadena 626.742.0282 - Fresno 559.547.8884 -
Bakersfield 661.904.0733 | Use Extension 1

Fee Schedule

Effective September 1, 2025

WOOD ARCHITECTURE
DESIGN.CONSULTING.MANAGEMENT

Fees are based on the median hourly pay rate for employees classification, plus indirect costs and overhead. Fee schedules for the billing categories are:

Classification	Proposed Hourly Rate
Landscape Architectural Services	
Principal	$125
Landscape Architect / Project Manager	$110
Landscape Designer	$90
Draftsperson	$80
Construction Management Services	
Construction Inspector	$200
Construction Manager	$190
Arborcultural Services	
Certified Arborist	$250
Expert Witness	$375

Travel time, to and from project location/vicinity to be billed at 75% of individuals billing rate

Direct Charges

At cost plus ten percent (10%)

1. Transportation and per - diem expenses. auto mileage at current IRS rates.
2. Printing and reproduction: $0.03 per b/w copy, $0.12 per color copy, $0.80 sq. ft. large printing

1512 W. Mineral King Ave. Visalia, Ca 93291 (559) 713-0631

4CREEKS

4Creeks, Inc.
308 N. Irwin Street, Hanford, CA 93230
(559) 802-3052
4-creeks.com

The City desires to retain On-Call Consultant(s) to perform planning services on an "on-call" or "as needed" basis for various projects assigned by the City. The on-call Consultant should specialize in one or more of and or have knowledge and experience of comprehensive and environmental planning, processing land development projects and subdivisions, landscape architecture (MWELO requirements), housing laws, biology and environmental services, and surveying/GIS as listed below and possess the ability to respond quickly to City needs.

Consultant must have the ability to respond quickly to City needs, understanding of City facilities and operations, federal, state and local land use and housing laws, CEQA and NEPA requirements, General Plan and Zoning Ordinance processes, land division, and web based GIS systems, with the ability to provide in-house or capacity to sub-consult for other planning services, engineering, geotechnical, landscape design, and federal and state funding services as needed.

PURPOSE OF WORK

In general, The On-Call Consultant(s) shall perform planning services for various projects assigned by the city on an "on-call" or "as needed" basis. The scope of work may include but not be limited to the following:

On-Call Consultants

1. Comprehensive and Environmental Planning
- Master Planning/Municipal Services Review
- Comprehensive and Specific Plans
- General Plan/Updates and Annual Reports
- CEQA and NEPA Compliance
- Zoning Code/ Updates and Ordinances
- Air Quality/GHG/lSR
- VMT Analysis

2. Processing Land Development Projects and Subdivisions
- Tentative Map and Land Division Compliance
- Site Plan Review Compliance (on-site/off-site improvements)
- Annexation
- CEQA/Environmental Assessments and Technical Studies

3. Housing
- Housing Laws/Studies
- Housing Elements
- Affordable Housing Projects
- NOFA
- Grant Applications and Services

4. Landscape Architecture
- MWELO Compliance/Review
- City and Regional Master Plans
- Open Space/Recreation Area/Park Plans and Design
- Pedestrian Circulation Master Plans and Design
- Color Graphic renderings

5. Biology & Environmental Services
   - Plant and Wildlife Species Surveys
   - Ecosystem Evaluations
   - Wetland Delineations
   - Local, State and Federal Agency Permitting
   - Habitat Conservation Plans
   - Revegetation Planning and Monitoring
   - Cultural Studies and Assessment

6. Surveying/GIS
   - Topographic, ALTA, Boundary and Cadastral Surveys
   - Right-of-way Acquisitions
   - Parcels Maps
   - Data Integration Services
   - Road and Sign Attribute Inventories
   - GIS Strategies and Implementation Plans
   - Aerial Photography Coordination
   - Web-based GIS Systems

The above lists are not intended to be exclusive; other services will likely be sought as the need arises.

LOCATION OF WORK

As mutually determined by the City and the Selected Firm(s), the City may provide work-space for representatives of the Selected Firm(s), may require that the Consultant provide work space for representatives of the Selected Firm(s) at the Project site or may allow representative of the Selected Firm(s) to work from another location such as the Selected Firm's office. All work performed on the City's premises shall be completed during the City's standard business hours of operations to include City recognized holidays and/or work furloughs if applicable, or at times mutually agreed upon between the City and the Selected Consultant(s).

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's cost proposal, and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant is required to submit a written request and obtain the City Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's cost proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a similar facility for at a minimum two (2) previous projects, unless otherwise approved by the City Contract Administrator.

End

City of
LEMOORE
CALIFORNIA

711 West Cinnamon Drive ● Lemoore, California 93245 ● (559) 924-6744 ● Fax (559) 924-6708

Staff Report

Item No: 4-9

To: **Lemoore City Council**

From: **Marissa Trejo, City Manager**

Date: **October 27, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Agreement for Professional Engineering Services**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☒ Fiscally Sound Government	☒ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
Award the "Professional Engineering Services Consultant" contract to perform the normal functions of a professional City Engineer to QK, Inc. and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Subject/Discussion:
In August 2025 the City began the procurement process for a "Professional Engineering Consultant" to perform the normal functions of a professional City Engineer. The City received and evaluated four (4) RFQs for Professional Engineering Services Consultant.

Since June of 2015 QK has provided contract engineering services for the City. QK staff assigned to the City have provided the highest level of service, while maintaining a pleasant working relationship with City staff.

Staff is recommending that City Council continue the partnership with QK and award them the contract for Professional Engineering Services Consultant to augment the day to day services provided by the Public Works Department

Financial Consideration(s):
Engineering Services have been budgeted for Fiscal Year 2025-2026.

Alternatives or Pros/Cons:

Pros:

- More cost effective than hiring a full-time staff member with the required qualifications.
- City has direct access to multiple consultant staff members with various areas of expertise that would otherwise require a salaried employee or procurement.

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Award the "Professional Engineering Services Consultant" contract to perform the normal functions of a professional City Engineer to QK, Inc. and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Attachments:	**Review:**	**Date:**
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☒ Contract	☒ City Manager	10/27/2025
☐ Other	☒ Finance	10/28/2025
List:		

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement") is effective as of [INSERT DATE] and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and QK Inc., a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

City requires the services of a qualified engineering firm to provide design and construction administration services for various public facilities owned by the City; some of the facilities will be funded by federal programs, including, but not limited to, Community Development Block Grants.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services.

The City and the Consultant therefore agree as follows:

1. Scope of Work. City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "B."

2. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

3. City Engineer. City designates Consultant's employee [INSERT NAME OF EMPLOYEE] to serve under this Agreement as City Engineer of the City of Lemoore. As the designated City Engineer, [INSERT NAME] shall be responsible for personally providing or supervising all of Consultant's work under this Agreement and otherwise functioning as the City Engineer.

4. Term. Subject to termination under section 10 below, the initial term of this Agreement shall be for the period beginning with the effective date of this Agreement and ending with [INSERT ENDING DATE]; thereafter, the term of this Agreement shall be on a fiscal year basis from July 1 through June 30 of the following calendar year.

5. Ownership, Delivery, Release, and Reproduction of Information. All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the repro-

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duction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.

b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.

c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.

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

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

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

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7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget.

Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "C." The Consultant's Fee Schedule shown in Exhibit "C" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. Consultant shall defend, indemnify and hold harmless the City, City Council members, employees, volunteers, agents, and city officials from and against claims, loss, liability, suits and damages ("Claims"), including attorney fees, to the extent caused by the Consultant's negligent acts, errors or omissions or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

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Minimum Scope

Coverage shall be at least as broad:

Errors and Omissions Insurance. Not less than $1,000,000 per claim and $1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of $1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of

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the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, City Council members, employees, volunteers, agents, and city officials shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.

4. 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.

b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.

c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.

b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.

c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

10. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the

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City and the amount of final fee due and payable by City to Consultant will be subject to negotiation and shall be based primarily on the estimated percentage of work completed.

11. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, [INSERT NAME]'s licensure as a California registered professional civil engineer. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees.)

b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).

c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)

d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 and in excess of $2500 for other contracts which involve the employment of mechanics or laborers.)

e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.

f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.

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h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

i. Compliance with applicable requirements for the retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of $100,000.)

k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

12. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

13. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

14. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

15. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

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16. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

17. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

18. Assignment. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

19. No Third-Party Beneficiary Rights. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

20. Waiver. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

21. Non-discrimination. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Engineer and other personnel working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Engineer must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the two hour supervisory Prevention of Sexual Harassment training. The designated City Engineer will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

22. Notices. The City department responsible for administering this Agreement is the Finance Department and all written communications hereunder with the City shall be addressed to the Finance Director. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other

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under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:

CITY OF LEMOORE
MARISSA TREJO, CITY MANAGER
711 W CINNAMON DR.
LEMOORE, CA 93245
ATTN: CITY CLERK

CONSULTANT:

QK, INC.
AMBER AGUAYO, CFO/COO
901 EAST MAIN STREET
VISALIA, CA 93292
ATTN: AMBER AGUAYO, CFO/COO

23. **Agent of City**. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

24. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

25. **Conflicts of Interest**. Consultant covenants that neither the designated City Engineer nor any officer or principal of Consultant has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Engineer is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

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26. **New and Entire Agreement**. Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

27. **Signature in Counterparts**. This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

28. **Guarantee of Authority**. The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF LEMOORE	[INSERT NAME OF ENGINEERING FIRM]
By_____	By_____
Marissa Trejo, City Manager	[INSERT NAME], President

Approved as to form:

_____

Christina Smith, City Attorney

DRAFT

City of
LEMOORE
CALIFORNIA

STATEMENT OF QUALIFICATIONS - CITY ENGINEER

August 13, 2025

Firm Name
Quad Knopf, Inc. dba QK

Office Locations
HQ: 901 E. Main Street | Visalia, CA

Bakersfield, CA
Clovis, CA
Hanford, CA
Merced, CA
Porterville, CA
Kansas City, MO

Contact Information
(559) 733-0440
Jeff.Cowart@qkinc.com

Primary Point of Contact
Jeff Cowart, PE
Vice President of Quality Control and Municipal Services

Type of Organization
C Corporation

Engineering Services Experience
53 years

Conflicts of Interest
QK is not aware of any conflicts of interest pertaining to our current contracts or the City. QK is Lemoore's City Planner, but we don't believe this will result in any conflicts of interest.

August 13, 2025

Marissa Trejo, City Manager | City of Lemoore
711 W Cinnamon Drive | Lemoore, CA 93245

The City Engineer role is central to guiding Lemoore's infrastructure development, capital improvement program, and regulatory compliance—requiring a partner who can manage day-to-day technical responsibilities while also supporting the City's long-term goals. QK has served as the City's contract City Engineer since 1998, providing continuous oversight of private development review, capital project planning and delivery, traffic engineering, and public works coordination.

Our decades of direct experience with Lemoore's systems, standards, and operational priorities allow us to expedite plan reviews, integrate projects with existing infrastructure, align improvements with adopted master plans, and coordinate effectively with developers, funding agencies, and the public. Having performed these services for the City for over 27 years, and municipal engineering work statewide since 1972, QK understands the City's expectations and the level of responsiveness, technical accuracy, and fiscal accountability this role demands.

QK brings a multi-disciplinary team with expertise spanning civil engineering, traffic engineering, environmental compliance, construction management, and GIS. We are well-versed in CEQA/NEPA processes, utility coordination, grant acquisition and administration, and the integration of modern tools such as BlueBeam plan review and GIS mapping to streamline workflows and improve accuracy. QK has developed a matrix of regulatory compliance documents and reporting that assists the City in budget preparation and in ensuring a proactive response to regulations and guidance documents. Our proven track record in Lemoore includes delivering projects from concept through design, bidding, construction, and closeout while maintaining open communication with City staff, elected officials, and community stakeholders.

Sincerely,

Jeff Cowart, PE
City Engineer/VP of Quality Control & Municipal Services

John Doyel, PE, PLS, QSD/QSP
Principal-in-Charge & QA/QC Reviewer/Director of Engineering

P250410

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TECHNICAL APPROACH

FIRM QUALIFICATIONS

QK is highly qualified to continue serving as the City Engineer for the City of Lemoore, having successfully completed over **700 projects** for the City over the past **26 years**. This enduring partnership is a testament to our technical expertise, responsiveness, and deep understanding of municipal engineering functions. Our long-standing relationship with the City reflects the trust placed in QK to deliver consistent, high-quality service across a broad spectrum of engineering needs.

COMPREHENSIVE SCOPE OF SERVICES

QK has successfully performed all services outlined in the RFQ, including:

- Development Review
- Capital Improvement Project Design and Management
- Traffic Engineering
- Permitting and Regulatory Coordination

Our extensive experience has resulted in an unmatched familiarity with Lemoore's infrastructure systems, development standards, municipal processes, and long-range planning efforts. This institutional knowledge enables us to begin work immediately with minimal ramp-up, ensuring continuity and efficiency.

BEYOND ENGINEERING: ADDITIONAL CAPABILITIES

QK offers a broad range of interdisciplinary services that enhance our ability to support the City's goals from concept through construction, allowing us to deliver holistic solutions tailored to the City's evolving needs.:

- GIS Development and Asset Management Support
- On-Call City Planning
- Construction Management for Capital Projects and Private Development
- Land Surveying (Boundary, Topographic, and ALTA Surveys)
- Environmental Review, Biological Reports, Field Surveys, Clearance Surveys, and Monitoring

PROVEN MUNICIPAL ENGINEERING MODEL

QK has decades of experience serving as contract City Engineer for municipalities and special districts throughout California. Our engineers routinely engage with the public, developers, utility providers, and regulatory agencies—balancing technical execution with policy-level support. Our dedicated personnel operate as an extension of City staff, providing:

- Plan Check and Development Review
- Utility Coordination
- Capital Project Design and Oversight
- Construction Management and Field Inspection
- Attendance at Council and Planning Commission Meetings

WHY QK?

- **Multidisciplinary, Locally Based Team**: In-house expertise in civil engineering, surveying, planning, construction management, GIS, and environmental services.
- **Proven Track Record**: Timely, cost-effective service delivery tailored to Central Valley communities.
- **Deep Familiarity with Lemoore**: Extensive knowledge of the City's infrastructure, standards, and staff.
- **Extensive Experience**: Long history of performing this exact scope of work for Lemoore and other agencies.

SUMMARY OF SERVICES

GENERAL TECHNICAL ASSISTANCE

QK's team has decades of experience working within local agencies as senior staff, City Engineers and Public Works Directors prior to becoming employees of QK. QK also has decades of experience working with local agencies as contract City Engineers, City Surveyors and project engineers. Our team brings this knowledge, experience and understanding to the City of Lemoore in providing a full range of technical assistance in the following areas:

Infrastructure Operations & Maintenance Support

- Deliver expert technical guidance to City Public Works staff regarding the operation and maintenance of municipal infrastructure.
- Assist in resolving service-related issues involving water, sewer, and storm drainage systems.

Capital Improvement & Program Management

- Support the implementation of the City's master plans and pavement management systems.
- Assist in the development and periodic update of the Capital Improvement Program (CIP).
- Collaborate with regional, state, and federal agencies to prepare and submit funding applications for design and construction projects.

Special District Engineering Support

Prepare and update engineering reports for the formation and annual administration of special assessment districts, including:

- 1911/1913 Assessment Districts
- Landscape and Lighting Maintenance Districts
- Benefit Assessment Districts
- Facilitate Proposition 218 compliance procedures as required.

Technical Documentation & Presentation Materials

- Produce high-quality drawings, plans, exhibits, specifications, cost estimates, and presentation materials.
- Utilize industry-standard software including Microsoft Office Suite, AutoCAD Civil 3D, ArcGIS, Adobe, Bluebeam, and other specialized tools.

Planning & Development Review

- Provide written engineering and surveying comments on planning programs, land development entitlements, and permit applications.
- Verify alignment with the City's General Plan, Master Plans, municipal ordinances, and engineering standards.
- Employ standardized checklists to verify consistency and completeness in application reviews.

Construction Oversight & Field Services

- Deliver comprehensive construction management services including contract administration, staking, field observation, and coordination of materials testing.
- Augment City staff during construction phases as needed.
- Provide labor compliance services and verify adherence to Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG).

Public Engagement & Meeting Participation

- Attend and contribute to City Council meetings, Planning Commission sessions, staff briefings, and developer consultations.
- Prepare and present materials, support study sessions, and respond to inquiries from elected and appointed officials.

Castle Rock + Sierra Roundabout
Woodlake, CA

DEVELOPMENT REVIEW

QK's team has been carefully selected for this proposal based on their extensive knowledge, practical experience, and deep understanding of the development review process. Our professionals are well-versed in municipal codes, General Plans, master plans, standard specifications, and current City practices. This expertise enables us to provide accurate, relevant, and comprehensive feedback to developers, applicants, and members of the public regarding proposed development projects. Our development review services include:

Stakeholder Engagement

- Participate in meetings with developers, applicants, and community members to clearly communicate the City's engineering design standards and infrastructure development procedures.

Land Use & Subdivision Review

- Review tentative parcel maps, subdivision maps, and other land division applications. Provide detailed engineering and surveying comments and recommendations to the Planning Department for coordination with applicants.

Application Compliance Review

- Evaluate land use applications for compliance with applicable codes and standards. Deliver written recommendations to the Planning Department to support informed decision-making.

Conditions of Approval Support

- Assist the Planning Department in drafting project-specific Conditions of Approval for proposed developments.

Environmental & Mitigation Review

- Collaborate with the Planning Department to assess environmental documentation and recommend mitigation measures. These may include construction protocols, neighborhood protections, traffic control strategies, and pre-construction surveys.

Improvement Plan Review

- Review improvement plans for consistency with zoning requirements, municipal codes, design standards, building and fire codes, and approved Conditions of Approval, including mitigation measures.

Bonding & Fee Assessment

- Determine appropriate performance, labor, and material bond amounts. Assist in preparing subdivision improvement and development agreements, calculating development and impact fees, and verify timely posting of securities and fee payments.

Construction Observation & Closeout

- Conduct field observations of developer-constructed improvements. Prepare punch lists for incomplete or non-compliant work, recommend acceptance of completed improvements, and assist in processing Notices of Completion.

Process Standardization & Developer Support

- Provide additional services customary to the City's development review process. Collaborate with City staff to confirm existing procedures and develop standardized documents and checklists that promote consistency, transparency, and successful project delivery.

New Storm Drain Under Construction
City of Woodlake

CAPITAL PROJECTS

The successful implementation of the City of Lemoore's Capital Improvement Program (CIP) is essential to delivering high-quality services and amenities to residents, while also preparing infrastructure to support future growth. QK has proudly served cities throughout the Central Valley for over 50 years, helping them achieve their infrastructure goals through strategic planning, design, and execution.

Our proposed team includes highly experienced engineers, surveyors, designers, drafters, project managers, construction managers, field personnel, and support staff. We are deeply familiar with the City of Lemoore's staff, policies, procedures, and standards, having successfully delivered numerous infrastructure projects within the community.

Project Planning & Scoping

- Prepare and/or review project scoping documents, construction budgets (including design, bidding, construction phase services, private utility coordination, and contingencies), and project schedules to verify alignment with City deadlines and objectives.

Design & Engineering Services

- Develop plans, specifications, and cost estimates for a wide range of capital projects, including:
  - Water supply and distribution systems
  - Wastewater collection and treatment systems
  - Stormwater collection and detention facilities
  - Pump stations, lift stations, and booster pumps
  - SCADA system integration
  - Street construction, rehabilitation, and reconstruction
  - Other infrastructure and maintenance projects as identified in City master plans

Third-Party Oversight

- As the designated City Engineer and City Surveyor, QK will review and approve plans, specifications, and estimates prepared by third-party consultants.
- Provide construction management and oversight for projects designed by external consultants to verify compliance with City standards.

Interagency Coordination & Permitting

- Prepare legal descriptions and exhibits for property acquisitions and oversee real property transactions to verify compliance with local, state, and federal requirements.
- Coordinate with agencies such as:
  - Private utilities
  - Irrigation districts
  - Railroad companies
  - County and State health departments
  - Caltrans
  - Regional Water Quality Control Board
  - California Department of Fish and Wildlife
  - U.S. Fish and Wildlife Service

We also process PS&E documents through funding agencies (e.g., CMAQ, ATP, RSTP, KingsCAG, Water Board) to verify compliance with funding agreements Additionally, our team initiates early coordination with utility providers (PG&E, SoCalGas, AT&T, etc.) for utility relocation and adjustments.

Environmental Compliance

- Assist the Planning Department in preparing CEQA and NEPA documentation, including project descriptions, area of potential effect maps, and mitigation strategies for traffic, noise, dewatering, and sensitive species.

Special Reports & Public Communication

- Prepare engineering reports to support assessment districts, developer fees, and maintenance districts.
- Provide presentations and communications to the public, City Council, and stakeholders regarding project design, budget, and schedule.

Construction Phase Services

- Manage bid phase activities including advertising, pre-bid meetings, RFIs, addenda issuance, and bid openings.
- Evaluate bids and provide recommendations to City Council for contract awards.
- Facilitate pre-construction meetings with all relevant parties and issue Notices to Proceed.
- Deliver construction management, contract administration, and field services, ensuring compliance with funding agency requirements.
- Review change orders and design amendments, providing timely recommendations.
- Conduct site walks, manage punchlists, and oversee warranty and closeout processes.
- Prepare final reports and recommendations for Notices of Completion, release of securities, and maintenance follow-up.

TRAFFIC ENGINEERING

QK has a long-standing history of providing traffic engineering services to the City of Lemoore and other municipalities throughout the Central Valley. To further enhance our capabilities, QK has partnered with JLB Traffic Engineering, Inc. (JLB)—a respected firm specializing in traffic engineering—to offer a full spectrum of services tailored to the City's needs.

Together, our teams deliver responsive, data-driven, and community-focused traffic solutions. Our services include:

Public & Agency Interface

- Represent the City in discussions with the public, City staff, City Council, Planning Commission, Kings County Association of Governments (Kings CAG), and other agencies regarding traffic and transportation plans affecting the City.
- Respond to citizen inquiries, suggestions, and concerns related to traffic issues, coordinating closely with City staff to verify clear and consistent communication.

Policy & Standards Development

- Assist in the development and periodic update of engineering policies, regulations, ordinances, and resolutions related to traffic design and standards.

Traffic Studies & Analysis

- Prepare or review traffic warrant studies and speed studies, including those submitted by third-party consultants.
- Evaluate land development proposals and verify traffic-related components comply with applicable City, County, and State codes, standards, and policies.

Traffic Engineering Design

- Provide design services for traffic-related infrastructure, including:
  - Street improvements
  - Pedestrian crossings
  - Traffic calming measures
  - Roundabouts
  - Signalized intersections
- Delivering full project lifecycle support including contract administration, bidding phase services, pre-construction coordination, construction management, and project closeout.

Stakeholder Communication

- Engage with City staff, elected officials, developers, consultants, contractors, and community groups throughout all phases of traffic-related projects.
- Provide updates, presentations, and technical support to verify transparency and alignment with City goals.

2040 General Plan Public Outreach Event
Delano, CA

IMPLEMENTATION PLAN

QK designed a programmatic process to provide Central Valley municipalities with seamless, efficient, and effective contract city engineering services. We were founded in 1972 to provide high-quality engineering and planning services to Central Valley cities, which historically struggled with underfunding and a need for more technical resources.

Our city engineering services reflect the resilience of Central Valley communities as we work to overcome challenges and promote thriving, healthy neighborhoods. We serve as an extension of the City's internal team, verifying that you receive the same quality and responsiveness you expect from your own staff.

Our city engineering services focus on the following areas:

- Responsibility to each client city, its residents, and local taxpayers
- Commitment to quality and responsiveness
- Consistency in service delivery

Each city provides a standard set of services in accordance with local statutes and permits within specific timeframes, including:

- Development reviews
- Landscaping and lighting maintenance
- Capital improvement planning
- Traffic analyses
- Speed studies
- Urban water, Storm Water and Sanitary Sewer management planning
- State and Federal requirements including funding program, SB 1383, FHWA and Caltrans compliance

Our programmatic approach includes typical tasks, timeframes, evaluations, reports, and expectations associated with these tasks. We come to the table with a plan, relieving our contract cities of the burden of verifying completion.

Jeff Cowert will act as the City's Project Manager for this contract and meet with City staff to understand and help develop its projects. In addition to the City Engineer, we provide vast experience in many areas of city services and projects that will be at Jeff's disposal and available to the City.

OTHER DUTIES

GEOGRAPHIC INFORMATION SYSTEM (GIS)

Our role as the City Engineer will allow us to help maintain the City's geographical information system (GIS). This user-centric GIS approach provides meaningful insights into various asset locations, from public works and telecommunications infrastructure to more specialized services like mineral exploration or renewable energy. Furthermore, QK is an ESRI Partner capable of using existing data sets with web-based ArcGIS Online technology for enhanced decision-making in urban planning, natural resource management, environmental protection, and much more.

GIS SERVICES

- GPS Survey and Mapping
- Digitization and Data Conversion
- Database Development and Management
- Digital Elevation Model (DEM) Extraction and Processing
- ArcGIS Python Automation and Scripting and Online Website Development
- GIS Web Map Creation
- Viewshed and Line-of-Sight Analysis
- Geology, Soils, Vegetation, and Hydrologic Mapping

PAVEMENT MANAGEMENT SYSTEM

Jeff Cowart will assist the City's Public Works and administration staff by providing the relevant documentation and budgetary information about each street improvement project. Our team will assist the City staff in updating and maintaining their pavement management system.

REPORTING

In addition, Jeff Cowart will issue a bi-monthly or monthly reports consisting of the status of development project reviews by the City Engineer, the status of capital projects in design, and the status of capital project in construction, including contract change orders and scheduled completion dates.

CALTRANS COMPLIANCE

QK brings an impressive level of expertise in Caltrans District 6. With a strong understanding of the encroachment permit and LAPM process, our team is equipped with comprehensive industry knowledge that allows us to work efficiently on any project from start to finish.

QK has personnel in key roles as Contract City Engineers across California's Central Valley. We act as advisors for Caltrans projects in various cities. If necessary, we can provide all required documents and reports and facilitate audits by the relevant state and federal agencies.

"[QK's] work on multiple City downtown street and pedestrian projects was consistently thorough, timely, and aligned with our expectations. What particularly stood out to me was the attention to detail and ability to communicate complex ideas for our projects."

- Ramon Lara
City Administrator
City of Woodlake

WOODLAKE DOWNTOWN ENHANCEMENT PROJECT

Civil Engineering | Construction Management | Utility Coordination Environmental Planning | Land Surveying | Landscape Architecture

TRACKING PLAN & DOCUMENT UPDATES: MUNICIPAL SERVICES MATRIX

As part of our City Engineer approach, QK has developed a Municipal Services Matrix—an internal tracking tool that captures the update cycle, last update year, and responsible party for key municipal plans, studies, and policy documents. This includes active transportation plans, development impact and connection fee studies, annexation policies, standard technical specifications, pavement management systems, and other regulatory or strategic documents critical to City operations. By maintaining a live record of these items, we can proactively flag upcoming deadlines, coordinate with City staff to schedule updates, and confirm compliance with statutory requirements and best practices.

This proactive approach means the City stays ahead of regulatory deadlines, avoids costly lapses or outdated standards, and is always positioned to make timely, data-driven decisions that support growth, funding eligibility, and infrastructure resilience. The table below is an example of the tracking matrix we've developed specifically for the City of Lemoore.

ITEM	UPDATE CYCLE (YRS)	LAST UPDATE
Water System Master Plan	5	2021
Sanitary Sewer Collection System Master Plan	5	2021
Water/Wastewater Treatment Facility Master Plan	5	2021
Storm Drainage Master Plan	5	2021
Circulation Element	5	2008 Part of General Plan
Pavement Management System (PMS)	5	2020
Parks & Recreational Facilities Master Plan	5	NONE

QUALIFICATIONS & MANAGEMENT

ORGANIZATION CHART

The following chart highlights the team leading City Engineering services for the City of Lemoore.

CITY ENGINEER

Jeff Cowart, PE

PRINCIPAL-IN-CHARGE/ QA/QC REVIEWER

John Doyel, PE, PLS, QSD/QSP

ASSISTANT CITY ENGINEER

Brayon Rodriguez, PE

ADDITIONAL SUPPORT STAFF

PROJECT MANAGER

Neyba Amezcua

CEQA/NEPA LEAD

Jaymie Brauer

UTILITY COORDINATOR

Sara Maxwell

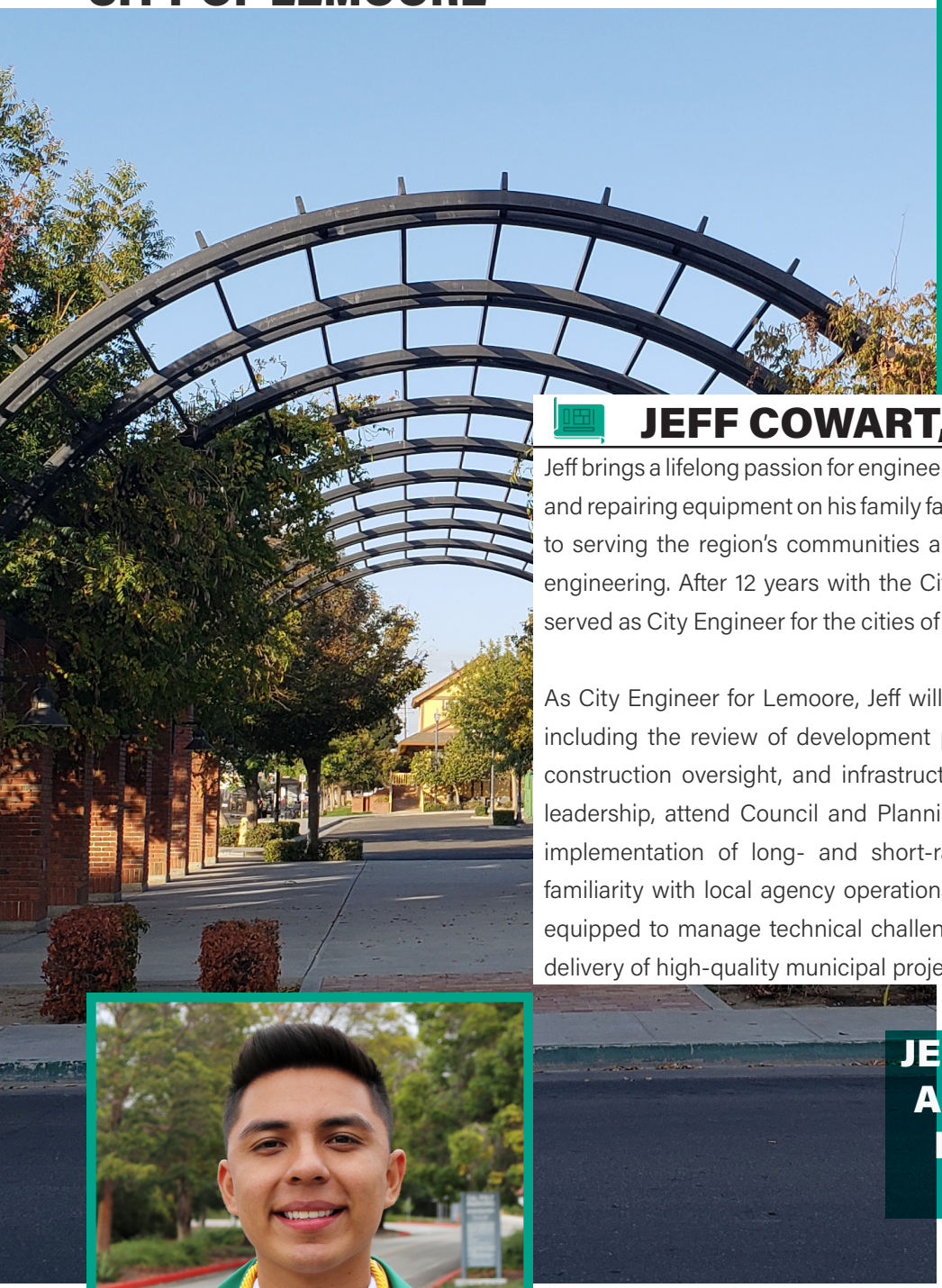
TRAFFIC ENGINEERING

JLB Traffic Engineering, Inc.

RESUMES

Please find QK's full team resumes with references located in Appendix A on page 18.

QK TEAM MEMBER SERVING AS CITY ENGINEER FOR THE CITY OF LEMOORE



JEFF COWART, PE

Jeff brings a lifelong passion for engineering rooted in his early experiences building and repairing equipment on his family farm. A Central Valley native, he is committed to serving the region's communities and has dedicated his career to municipal engineering. After 12 years with the City of Visalia, Jeff joined QK and has since served as City Engineer for the cities of Farmersville, Arvin, Lemoore, and Lindsay.

As City Engineer for Lemoore, Jeff will oversee the City's engineering functions, including the review of development proposals, capital improvement planning, construction oversight, and infrastructure design. He will advise City staff and leadership, attend Council and Planning Commission meetings, and guide the implementation of long- and short-range engineering programs. Jeff's deep familiarity with local agency operations and funding programs makes him well-equipped to manage technical challenges, support City initiatives, and lead the delivery of high-quality municipal projects.

JEFF HAS BEEN SERVING AS THE CITY ENGINEER FOR LEMOORE SINCE 2019

BRAYON RODRIGUEZ, PE

ASSISTANT CITY ENGINEER

Brayon will work directly under Jeff to support the City of Lemoore's engineering needs. He will assist with technical reviews of private development submittals, help manage the City's Capital Improvement Projects, and contribute to field oversight, plan checking, and coordination with developers and utility agencies. Brayon will also support the preparation of reports, maps, and project documents, allowing Jeff to focus on executive-level coordination, strategic planning, and City Council interface. Brayon's involvement strengthens the City's capacity to respond efficiently to day-to-day demands while maintaining momentum on long-range infrastructure planning and development.

TEAM SUPERVISION & MANAGEMENT

PROJECT MANAGEMENT APPROACH/PHILOSOPHY

QK's project management approach is grounded in proactive leadership, transparent communication, and disciplined execution, delivering projects on time, on budget, and fully aligned with the City of Lemoore's goals. With a strong foundation in public sector experience, QK's project management philosophy is built to support accountability, foster collaboration, and deliver results that serve the public interest.

We begin each project by developing a well-defined schedule with City staff and key stakeholders. Our project managers actively oversee this schedule throughout the project lifecycle, tracking progress, identifying risks early, and making necessary adjustments to maintain momentum and minimize delays.

COMMUNICATION

Effective communication is central to our over 50+ years of success. We maintain consistent and transparent dialogue with agency representatives, providing regular updates, coordinating meetings, and delivering the information decision-makers need when they need it. We are responsive, detail-oriented, and committed to keeping projects moving forward smoothly.

STAKEHOLDER ENGAGEMENT

QK project managers also lead stakeholder engagement, recognizing the critical role that inter-agency coordination, community input, and regulatory review play in public projects. We facilitate productive collaboration between all parties, helping project teams align expectations, understand responsibilities, and meet project objectives.

QA/QC

Our project managers implement and verify adherence to QK's internal Quality Assurance and Quality Control (QA/QC) procedures, which are grounded in the industry-standard PSMJ checklist. This structured approach supports thorough internal reviews, minimizes errors, and provides confidence that our work products meet agency expectations and regulatory requirements.

QK TEAM'S PAST COORDINATION ON SIMILAR PROJECTS

The following table shows recent and ongoing experience of our proposed team members working together on various projects.

	Jeff Cowart City Engineer	**Brayon Rodriguez** Assistant City Engineer	**John Doyel** QA/AC Reviewer + PIC	**Neyba Amezcua** Project Manager	**Jaymie Brauer** CEQA/NEPA Lead	**Sarah Maxwell** Utility Coordinator
City Engineer: City of Lemoore	■		■	■	■	
City Engineer: City of Exeter	■	■	■	■	■	
City Engineer: City of Lindsay	■	■	■	■	■	■
City Engineer: City of Woodlake	■		■		■	

QUALITY ASSURANCE & QUALITY CONTROL

QUALITY MANAGEMENT PROGRAM

QK has a formal Quality Management Program (QMP) that outlines the essential quality assurance and quality control procedures for all projects the firm undertakes. Project managers at QK develop project management plans for each project, including quality control and assurance processes.

KEY ELEMENTS:

INDEPENDENT THIRD PARTY REVIEW

An internal third-party individual who is not directly involved in the project's design, planning preparations, or reporting must conduct the technical review(s) as the QMP reviewer. The QMP reviewer must at least be a peer with equal experience to the individual responsible for preparing the original work. Additional team members with relevant expertise in each project category will also provide reviews.

DEFINED REVIEWER RESPONSIBILITIES

The responsibilities of the QMP reviewer must be clearly defined in advance, covering aspects such as overall appearance, technical accuracy, legibility, completeness, and constructability. These responsibilities should encompass all areas of the QMP for every project.

ACCOUNTABILITY

The QMP reviewer must approve the final deliverable before it is sent from QK's office.

NO EXCEPTIONS

QK's QMP review process is prioritized above all other project considerations, including schedule and budget.

QUALITY PLEDGE

QK holds an annual meeting with each team member to review our QMP manual. Every team member must sign QK's Quality Pledge, upholding the firm's QMP processes and values.

PROJECT MANAGEMENT

QK uses a thorough project delivery strategy that prioritizes understanding clients' expectations from the beginning. The team outlines specific strategies to fulfill those expectations, verifying the process is well-documented and consistently adhered to throughout each project until completion.

DELTEK VISION SOFTWARE

Recognizing the importance of the project manager in verifying client success, all team members use the Deltek Vision system as their primary tool for effective project management. Deltek facilitates real-time project planning, reporting, monitoring, billing, and communication. QK project managers can effectively track the project's scope, schedule, budget, staffing levels, and essential funding requirements. This enables QK to deliver accurate and timely project information to clients, confirming flexibility and responsiveness.

PROJECT SCHEDULE

All project managers utilize a detailed schedule to track each project. This fundamental schedule includes, at a minimum:

WEEKLY REPORTS

- Project summary
- Deliverables
- Schedule

BI-WEEKLY REPORTS

- Accounts receivable

MONTHLY REPORTS

- Work in process
- Invoices
- Project/client updates

CONCLUSION

QK's quality assurance procedure involves collaboration between project managers and QMP reviewers to verify that all comments are satisfactory to the QMP reviewer. Once the QMP reviewer provides their comments, relevant team members gather to discuss each item. During these meetings, the team focuses on identifying opportunities for early issue resolution and exploring ways to enhance QK processes and the knowledge base.

CHOWCHILLA CITY ENGINEER

CHOWCHILLA, CA

OWNER

City of Chowchilla
Jason Rogers
Director of Public Works
(559) 665-8615
JRogers@CityofChowchilla.org

DATES

Start Date	2022
Completion Date	Ongoing

COST

N/A - This is an ongoing contract with varying costs year over year

QK'S SCOPE

- **Civil Engineering**
- **Environmental Planning**
- **Utility Coordination**
- **Land Surveying**

QK has served as the City Engineer for the City of Chowchilla since 2022, acting as an extension of City staff to provide comprehensive municipal engineering support. Our role encompasses general technical assistance, development review, capital project management, and utility coordination, ensuring timely, efficient, and compliant delivery of City priorities.

Since our appointment, we have managed hundreds of tasks ranging from encroachment permit reviews to capital improvement planning. Our work supports both private development and public infrastructure, with services that include:

- Reviewing encroachment permits and utility company submittals for compliance with City standards
- Overseeing capital project design, bidding, and construction support
- Coordinating with PG&E, AT&T, Comcast, and other utility providers for infrastructure relocations, upgrades, and repairs
- Preparing Landscaping and Lighting Maintenance District (LLMD) updates
- Providing inspection, plan check, and field observation for development improvements
- Assisting with traffic control planning and utility coordination for roadway projects

REPRESENTATIVE PROJECTS

PROJECT NAME	DESCRIPTION
Encroachment Permit Reviews (23/24, 24/25, 25/26)	Ongoing review of utility, developer, and contractor encroachment activities citywide
High School Transit Center	Coordination, plan review, and support for transit facility improvements
City Hall Clock Tower Repairs	Structural improvements and coordination with contractors
LLMD Update (24-25)	Annual update of Landscaping and Lighting Maintenance District reports
Verizon Tower Coordination	Utility coordination and compliance review for telecommunications infrastructure
Multiple PG+E and AT+T Projects	Pole replacements, underground service installation, gas tie-ins, and overhead equipment upgrades
Bus Shelter Installation - Madera County	Plan review and coordination for transit infrastructure
ADA Improvement Project	Sidewalk and accessibility upgrades in compliance with ADA standards

EXETER CITY ENGINEER

EXETER, CA

OWNER

City of Exeter
Jason Ridenour
City Administrator
(559) 592-9244
jridenour@exetercityhall.com

DATES

Start Date	1983
Completion Date	Ongoing

COST

N/A - This is an ongoing contract with varying costs year over year

Our work for Exeter spans a wide range of services, including:

- Capital project design, construction management, and inspection
- Encroachment permit and site plan reviews for private development
- Landscaping and Lighting Maintenance District (LLMD) annual reporting
- Utility coordination for public and private infrastructure improvements
- Field surveys and infrastructure assessments
- Environmental review support under CEQA/NEPA when applicable
- Technical analysis and reporting to meet state regulatory requirements, such as Urban Water Use Objectives

QK'S SCOPE

- **Civil Engineering**
- **Environmental Planning**
- **Utility Coordination**
- **Land Surveying**

QK has proudly served as the City Engineer for Exeter for more than four decades, providing consistent, responsive municipal engineering support across all facets of city infrastructure. Acting as an extension of City staff, we deliver general technical assistance, development review, capital project management, utility coordination, and long-term planning that aligns with community priorities.

REPRESENTATIVE PROJECTS

PROJECT NAME	DESCRIPTION
Tooleville Consolidation Well Site Project	Engineering support for water system consolidation and well site improvements
Exeter Water Tower Assessment	Structural and capacity evaluation of existing water tower
2024–2025 LLMD Annual Report	Preparation and update of Landscaping and Lighting Maintenance District reports
Exeter Baptist Church Site Plan Review	Development plan review for compliance with City standards
Exeter Jack in the Box Site Plan Review	Site plan review and utility coordination for commercial development
Brickhouse Park Sewer Repairs	Field survey and engineering support for sewer infrastructure repairs
Exeter Police Department Remodel	Construction management for facility improvements
Frontier Encroachment Permit Review	Review of utility encroachment activities for compliance with City requirements
2025 Urban Water Use Objective (UWUO)	Technical analysis and reporting to meet state water efficiency regulations

LINDSAY CITY ENGINEER

LINDSAY, CA

OWNER

City of Lindsay
Joseph Avina, Acting Director of City Services + Planning
(559) 562-7102
javina@lindsay.ca.us

DATES

Start Date	2018
Completion Date	Ongoing

COST

N/A - This is an ongoing contract with varying costs year over year

Our work for Lindsay spans a wide range of services, including:

- Review of development applications, subdivisions, and zoning ordinance updates
- Capital improvement planning and design support
- Coordination with developers and utility providers for infrastructure upgrades
- Preparation of technical documents for conditional use permits (CUPs) and rezonings
- Site plan review for commercial, industrial, and residential projects
- CEQA/NEPA environmental review support when applicable
- Field measurements and surveying to support project design and construction

QK'S SCOPE

- **Civil Engineering**
- **Environmental Planning**
- **Utility Coordination**
- **Land Surveying**

QK has served as the City Engineer for Lindsay since 2018, providing responsive, full-spectrum municipal engineering services. As an extension of City staff, we deliver technical assistance, development review, capital project management, and utility coordination tailored to the City's operational and growth needs.

REPRESENTATIVE PROJECTS

PROJECT NAME	DESCRIPTION
1078 East Tulare Road	Development plan review for infrastructure compliance
Subdivision & Zoning Ordinance Review	Technical review and recommendations for subdivision plans and zoning updates
Sierra Mini Storage	Site plan review for storage facility expansion
CUP for Recycling Facility	Technical analysis and review for conditional use permit
VitaPakt	Coordination and review for industrial facility improvements
232 S. Mirage	Development review and utility coordination for residential improvements
415 N. Westwood	
Blue Gum Avenue Rezone	Technical review and documentation for zoning change request

DEMONSTRATED ABILITY TO MEET SCHEDULES WITH PUBLIC AGENCIES

At QK, we are dedicated to consistently delivering quality services, focusing on meeting schedules and deadlines. A key aspect of this commitment is using the Deltek Vision system. This comprehensive project management tool allows us to plan, report, monitor, and bill projects in real-time. As a result, our project managers have immediate access to essential project information, including scope, schedule, budget, staffing levels, and funding requirements.

Our ability to deliver projects on time comes from a systematic approach at the core of our organizational philosophy. A well-documented strategy and the use of effective tools like Deltek Vision are essential components of our project delivery philosophy.

Lastly, we recognize the inherent challenges of capital projects, particularly their strict deadlines and budgets. However, our effective communication mechanisms serve as a guiding light, allowing us to identify potential issues and risks early on. By addressing these concerns promptly, we can stay on schedule and build trust among stakeholders, ultimately making our project collaborations more successful and efficient.

RESILIENCY & EFFICIENCY

QK recognizes the impact of our work on climate change and is dedicated to implementing sustainable solutions that reduce our carbon footprint and minimize our project's effects on the environment. This commitment is demonstrated through our collaborations with various renewable energy companies across the State, supported by our skilled team of environmental planners and biologists.

We understand that every project presents unique and evolving environmental challenges. By having our team readily available to address environmental compliance and permitting issues, engineers, and technical team can focus on developing plans, specifications, and estimates. This veifies that projects remain on schedule. Our approach helps expedite project timelines by minimizing delays that may occur when seeking these services externally.

TECHNIQUES USED BY QK TO DELIVER QUALITY SERVICES

QK delivers high-quality services through a structured Quality Assurance and Quality Control (QA/QC) program centered on proactive planning, independent oversight, and collaborative review. Our approach includes the following techniques:

Dedicated QA/QC Oversight

Each project is reviewed by a designated QA/AC staff member who is not involved in the day-to-day design work. This separation provides an objective assessment of technical accuracy, compliance with City standards, and overall completeness.

Internal Review Milestones

Projects are reviewed at key stages—typically at the 30%, 60%, 90%, and final submittal levels. These checkpoints allow our team to identify and address issues early, refine technical content, and align with project expectations and requirements.

Standardized Tools & Checklists

We rely on internal templates, checklists, and document controls to maintain consistency, reduce errors, and streamline quality review across all deliverables.

Cross-Disciplinary Coordination

Our QA/QC process includes collaboration among engineers, planners, surveyors, and construction managers. This helps identify design conflicts and supports constructability, code compliance, and clarity in the field.

Feedback-Driven Improvements

Lessons learned from past projects are regularly discussed within the team and incorporated into future workflows. This results in continuous refinement of our processes and outcomes.

Quality-Focused Management

Project managers are responsible for monitoring quality metrics alongside schedule and budget. They maintain consistent communication with the QA/QC lead and City staff to address feedback and align deliverables with project goals. This comprehensive, team-driven approach supports the delivery of technically sound, efficient, and well-coordinated engineering services for the City of Lemoore.

COST PROPOSAL

2025 CHARGE RATE SCHEDULE

TECHNICAL SERVICES	
Project Administrator	$103 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	$103 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	$118 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	$129 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	$159 / hour
Landscape Architect Technician	$118 / hour

PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	$129 / hour
Associate Engineer	$159 / hour
Senior Associate Engineer	$185 / hour
Project Engineer	$210 / hour
Senior Engineer / City Engineer / District Engineer	$245 / hour
Senior Air Quality Engineer	$275 / hour
Principal Engineer	$275 / hour
Senior Principal Engineer: VP/ President	$290 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	$105 / hour
Assistant Planner	$115 / hour
Associate Planner / Associate Environmental Scientist	$129 / hour
Senior Associate Environmental Scientist	$149 / hour
Senior Associate Planner	$155 / hour
Senior Environmental Scientist	$185 / hour
Senior Planner / Senior Landscape Architect	$185 / hour
Principal Planner / Principal Environmental Scientist	$210 / hour
Construction and Project Management	
Field Construction Observer	$140 / hour
Senior Field Construction Observer	$165 / hour
Assistant Construction Manager / Assistant Project Manager	$129 / hour
Associate Project Manager	$143 / hour
Associate Construction Manager / Associate Field Construction Observer	$155 / hour
Project Manager	$155 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	$170 / hour
Senior Project Manager	$199 / hour
Senior Construction Manager	$199 / hour
Principal Construction Manager / Principal Project Manager	$225 / hour
Surveying	
Assistant Surveyor	$125 / hour
Associate Surveyor	$139 / hour
Senior Associate Surveyor	$169 / hour
Project Surveyor	$195 / hour
Senior Surveyor	$210 / hour
Principal Surveyor	$249 / hour
One-Person Survey Crew	$185 / hour
Two-Person Survey Crew	$290 / hour
Three-Person Survey Crew	$385 / hour
UAV Pilot	$199 / hour
UAV Flight Observer	$165 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	$0.81 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2025. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

1/15/2025

APPENDIX A

JEFF COWART, PE
VP OF QUALITY CONTROL & MUNICIPAL SERVICES
ROLE: CITY ENGINEER

EXPERIENCE

QK Tenure	**26 years**
Industry Tenure	41 years

LICENSES

Professional Engineer - Civil
California, No. 41964

EDUCATION

B.S. Civil Engineering
California Polytechnic State University, San Luis Obispo

AFFILIATIONS

American Council of Engineering Companies

American Public Works Association

American Society of Civil Engineers

RELEVANT EXPERTISE

Labor Compliance

Quality Assurance

Municipal Engineering

REFERENCE

Joseph Avina
Acting Director of City Services & Planning
City of Lindsay
javina@lindsay.ca.us

Jeff's interest in engineering began in his childhood, helping repair equipment and build structures on his family farm. He is a Central Valley native and cares deeply about giving back to the area's communities. Jeff joined QK after spending 12 years as an engineer for the City of Visalia and has since served as City Engineer for Farmersville, Arvin, Lemoore (current), and Lindsay (current).

RELEVANT PROJECT EXPERIENCE

City of Lemoore Engineering Services
Contract City Engineer/Project Manager
City of Lemoore | Lemoore, CA

Lemoore Master Plan Update
Principal-in-Charge/Project Manager
City of Lemoore | Lemoore, CA

Vine Street Trail Project
Project Manager
City of Lemoore | Lemoore, CA

Bush Street Overlay
Principal-in-Charge/Project Manager
City of Lemoore | Lemoore, CA

Hanford-Armona Road Street Project
Principal-in-Charge/Project Manager
City of Lemoore | Lemoore, CA

2021 Street Projects (SB-1)
Principal-in-Charge/Project Manager
City of Lemoore | Lemoore, CA

City of Lemoore Impact Fees (Phase 1)
Project Manager
City of Lemoore | Lemoore, CA

North Lemoore Sewer Infrastructure & DCIP Application Assistance
Principal-in-Charge
City of Lemoore | Lemoore, CA

Well 7 Tank Replacement Project
Principal-in-Charge
City of Lemoore | Lemoore, CA

Sunset Mobile Home Park Consolidation
Principal-in-Charge/Project Manager
City of Lemoore | Lemoore, CA

BRAYON RODRIGUEZ, PE
SENIOR ASSOCIATE ENGINEER
ROLE: ASSISTANT CITY ENGINEER

EXPERIENCE

QK Tenure	**1 year**
Industry Tenure	5 years

LICENSES

Professional Engineer
California - No. 95511

EDUCATION

B.S. Civil Engineering
California Polytechnic State University, San Luis Obispo

RELEVANT EXPERTISE

AutoCAD

Roadway Realignment

Pedestrian Safety Improvement Plans

Roadway Rehabilitation

Site and Grading Plans

Land Development

REFERENCE

Janessa Mendoza
Project Engineer
Toole Design
jmendoza@tooledesign.com

Brayon's passion for civil engineering originated from his longstanding interest in mathematics and his enthusiasm for creating essential infrastructure to serve diverse communities. He particularly enjoys the problem-solving aspect of his work, recognizing that while solutions are always available, some are more favorable than others depending on factors such as cost, impact, and schedule. Brayon thrives on navigating these variables to confirm client satisfaction with the final outcome. He understands that civil engineering encompasses much more than the design and construction of roads, bridges, and skyscrapers; it involves overseeing underground and overhead utilities, site grading, drainage, right-of-way management, planning efforts, and stakeholder engagement, among many other responsibilities.

RELEVANT PROJECT EXPERIENCE

Bush Street & 19 ½ Avenue Traffic Signal Design & Intersection Improvements
Senior Associate Engineer
City of Lemoore | Lemoore, CA

Liberty Drive & Hanford-Armona Road Traffic Signal Design & Intersection Improvements
Senior Associate Engineer
City of Lemoore | Lemoore, CA

2024 General Engineering Services
Senior Associate Engineer
City of Exeter | Exeter, CA

Main Street Reconstruction
Senior Associate Engineer
City of Porterville | Porterville, CA

2022 MLK Park Extension Design
Senior Associate Engineer
City of Delano | Delano, CA

ATP-5 SRTS Intersection Enhancement Project ATPL 5227
Senior Associate Engineer
City of Delano | Delano, CA

Lafayette Court Resurfacing Project
Senior Associate Engineer
City of Fresno | Fresno, CA

Shafter Skate Park - Restroom & Parking Lot
Senior Associate Engineer
City of Shafter | Shafter, CA

JOHN DOYEL, PE, PLS, QSD/QSP
DIRECTOR OF ENGINEERING
ROLE: PRINCIPAL-IN-CHARGE/QA/QC REVIEWER

John joined QK's team after retiring from a 21-year career with the City of Hanford. He began his career with a summer job at his high school math teacher's family run engineering firm, where he discovered his fascination with civil engineering and municipal infrastructure. After 11 years in the private sector, John joined the City of Hanford's team as an Associate Engineer and eventually spent over 2 decades evaluating and directing city engineering services and public works operations. This experience gave him a unique understanding of municipal engineering and public works. As part of QK's team, John brings his knowledge and expertise to cities and counties across the Central Valley, helping them overcome challenges through efficient and effective solutions.

EXPERIENCE

QK Tenure	**3 years**
Industry Tenure	35 years

LICENSES

Professional Engineer - Civil
California - No. 62044

Professional Land Surveyor
California - No. 8432

Qualified SWPPP Developer/Qualified SWPPP Practitioner
California Stormwater Quality Association - No. 24318

EDUCATION

Civil Engineering Coursework
College of the Sequoias

Civil Engineering Coursework
California State University, Fresno

General Education Coursework
California Baptist University

AFFILIATIONS

American Public Works Association, Central Valley Chapter

REFERENCE

Mario Cifuentez
City Manager
City of Hanford
mcifuentez@hanfordca.gov

RELEVANT PROJECT EXPERIENCE

Lemoore 2024 General Engineering Services
QA/QC, Design Oversight, & Regulatory Compliance Assistance
City of Lemoore | Lemoore, CA

North Lemoore Sewer Infrastructure & DCIP Application Assistance
QA/QC & Design Oversight
City of Lemoore | Lemoore, CA

Downtown Storm System Drainage & High School Basin Hydraulic Study (CIP 9501)
QA/QC & Design Oversight
City of Lemoore | Lemoore, CA

Bush Street + 19 ½ Avenue Traffic Signal Design + Intersection Improvements
QA/QC Reviewer
City of Lemoore | Lemoore, CA

D Street Pavement Rehabilitation
QA/QC Reviewer
City of Lemoore | Lemoore, CA

Bush Street Storm Drain Extension Project - Semas Drive to Belle Haven Drive
QA/QC Reviewer
City of Lemoore | Lemoore, CA

Liberty Drive & Hanford-Armona Road Traffic Signal Design & Intersection Improvements
QA/QC Reviewer
City of Lemoore | Lemoore, CA

Well 7 Tank Replacement Project
QA/QC Reviewer
City of Lemoore | Lemoore, CA

NEYBA AMEZCUA
PRINCIPAL PROJECT MANAGER
ROLE: PROJECT MANAGER

EXPERIENCE

QK Tenure	**1 year**
Industry Tenure	18 years

CERTIFICATIONS

Construction Management and Public Works Inspection Certification
APWA

EDUCATION

B.S. Civil Engineering
California State University, Fresno

Caltrans Resident Engineer's Academy

RELEVANT EXPERTISE

Project Management

Municipal Engineering

REFERENCE

Joseph Avina
Acting Director of City Services & Planning
City of Lindsay
javina@lindsay.ca.us

Driven by a passion for solving complex problems and delivering practical solutions, Neyba is dedicated to enhancing quality of life through impactful project management. Her work focuses on improving infrastructure, boosting safety, and contributing to community well-being. She recognizes and appreciates the intricate planning and coordination required for successful project outcomes. Leading multidisciplinary teams—including engineers, architects, contractors, and stakeholders—Neyba verifies seamless collaboration and effective project execution. Her expertise in navigating the complex landscape of regulations, codes, and standards at local, state, and federal levels guarantees that all projects meet stringent legal and safety requirements.

RELEVANT PROJECT EXPERIENCE

2024 - 2025 General Engineering Services
Principal Project Manager
City of Lemoore | Lemoore, CA

Bush Street Storm Drain Extension Project - Semas Drive to Belle Haven Drive
Principal Project Manager
City of Lemoore | Lemoore, CA

Bush Street & 19 ½ Avenue Traffic Signal Design & Intersection Improvements
Principal Project Manager
City of Lemoore | Lemoore, CA

AHSC & Oleander Extension Improvements
Principal Project Manager
City of Lemoore | Lemoore, CA

D Street Pavement Rehabilitation
Principal Project Manager
City of Lemoore | Lemoore, CA

Liberty Drive & Hanford-Armona Road Traffic Signal Design & Intersection Improvements
Principal Project Manager
City of Lemoore | Lemoore, CA

Cinnamon Drive & 19th Avenue Traffic Signal Design & Intersection Improvements
Principal Project Manager
City of Lemoore | Lemoore, CA

2024 - 2025 General Engineering Services
Principal Project Manager
City of Lindsay | Lindsay, CA

JAYMIE BRAUER
PRINCIPAL PLANNER
ROLE: CEQA/NEPA LEAD

EXPERIENCE

QK Tenure	**11 years**
Industry Tenure	24 years

EDUCATION

M.A. Anthropology
University of Texas, Austin

B.S. Anthropology
Purdue University, West Lafayette

REFERENCES

Keri Cobb
Community Development Director
City of Wasco
KeCobb@cityofwasco.org

Navdip Grewal, PE
Civil Engineer IV
City of Bakersfield
ngrewal@bakersfieldcity.us

AFFILIATIONS

Association of Environmental Professionals

Jaymie combines deep regulatory knowledge with practical experience managing environmental documentation for a wide range of projects. Her background includes community development planning and over two decades of CEQA/NEPA compliance work for both public agencies and private clients.

As a former Principal Planner and senior-level staff at Kern County, Jaymie is well-versed in Central Valley issues such as infrastructure expansion, transportation safety, renewable energy, and solid waste. For Lemoore, she will lead environmental review efforts and help develop defensible, streamlined documentation that aligns with both City goals and State mandates.

RELEVANT PROJECT EXPERIENCE

Lemoore Environmental Planning
Principal Planner/CEQA & NEPA Lead
City of Lemoore

On-Call Environmental Assistance, Regulatory Permitting, & Project Management, Water Resources Department
Project Manager/Principal Planner
City of Bakersfield

Kern River Maintenance Project
Project Manager
City of Bakersfield

North Lemoore Sewer Infrastructure & DCIP Application Assistance
Principal Planner/CEQA & NEPA Lead
City of Lemoore

Delano 2040 General Plan Update & EIR with Zoning Ordinance Update
Principal Planner/CEQA & NEPA Lead
City of Delano

Shirk + Riggin Industrial Park EIR Review + Project Management
Principal Planner/CEQA & NEPA Lead
City of Visalia

Rotary East Park Pickleball Court
Principal Planner/CEQA & NEPA Lead
City of Fresno

Vinland Park Futsal & Pickleball Courts
Principal Planner/CEQA & NEPA Lead
City of Fresno

SARA MAXWELL
LABOR COMPLIANCE PROJECT COORDINATOR
ROLE: UTILITY COORDINATION

EXPERIENCE

QK Tenure	**< 1 year**
Industry Tenure	18 years

CERTIFICATIONS

Labor Compliance for Local Public Agencies

Caltrans

RELEVANT EXPERTISE

Standards & Procedure Compliance

Material Requirement Planning

REFERENCE

Jennifer Minear
Senior Project Manager
QK
Jennifer.Minear@qkinc.com

Sara has been with QK for about two months, bringing with her 18 years of experience in the accounting department at a production plant. She chose this new path to explore something different and has found labor compliance in the construction management field to be highly orchestrated and collaborative, with significant effort coming from many directions. Sara is particularly drawn to the compliance aspect of the work and wishes more people understood that the role is centered around confirming that laborers receive the compensation and support they have earned and deserve.

RELEVANT PROJECT EXPERIENCE

D Street Pavement Rehabilitation
Labor Compliance Project Coordinator
City of Lemoore | Lemoore, CA

2024 Goshen District Engineering Services
Labor Compliance Project Coordinator
Goshen Community Services District | Goshen, CA

Lindsay Transit Center
Labor Compliance Project Coordinator
City of Lindsay | Lindsay, CA

Lindsay City Engineering Services
Labor Compliance Project Coordinator
City of Lindsay | Lindsay, CA

Labor Compliance Services - Justin Garza High School Athletic Complex Increment 2
Labor Compliance Project Coordinator
Central Unified School District | Fresno, CA

Exeter Police Department Remodel - Construction Management Services
Labor Compliance Project Coordinator
City of Exeter | Exeter, CA

Construction Project Management Services for New Water Treatment Facility
Labor Compliance Project Coordinator
City of Dos Palos | Dos Palos, CA

Robertson Boulevard – Downtown Beautification Project (Clean CA Grant)
Labor Compliance Project Coordinator
City of Chowchilla | Chowchilla, CA

Jose Luis Benavides, P.E., T.E.

PRESIDENT

JLB TRAFFIC ENGINEERING, INC.

EDUCATION

B.S. Surveying Engineering – California State University, Fresno (1994)

REGISTRATION

CA Traffic Engineer #TR2328
CA Civil Engineer #C62971
CA LSIT, #ZL005078

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies, San Joaquin Valley Chapter
Jul. 2015 – Present, Member
2024-2025 - President

Institute of Transportation Engineers, (ITE), Central California Section
Jul. 2008 – Present

- Secretary
- Treasurer
- Vice President
- President

YEARS OF EXPERIENCE: 29

PROFESSIONAL HISTORY

JLB Traffic Engineering, Inc.
Jan. 2014 – Present, President

TJKM Transportation Consultants
Aug. 2005 – Dec. 2013, Project Manager

City of Fresno
Jan. 1996 – Aug. 2005

- City Traffic Engineer
- Assist. Traffic Engineering Mgr.
- Traffic Planning Supervisor
- Professional Engineer

OTHER PROFESSIONAL ACTIVITY

ITS Technology Transfer Program, University of California, Berkeley

- Parking Management for Sustainable Development (2019)

EXPERTISE

Mr. Benavides is the founder and president of JLB Traffic Engineering, Inc. His engineering expertise includes: traffic operations analysis; corridor studies; plan check services; highway official plan lines; traffic forecasting; traffic planning; traffic control plans; traffic signal design; signal interconnect; geometric design; bike lane feasibility analysis; traffic impact studies; railroad pre-emption timing; pre-signals; intersection operational studies; signal/stop warrant analysis; speed studies; parking studies; and peer review services.

REPRESENTATIVE PROJECT EXPERIENCE

Design Projects

- Signal Interconnect- Ben Maddox, Demaree and Houston, Visalia
- Murray Ave at Santa Fe St - Traffic Signal Modification, Visalia
- Walnut Avenue Improvements Signal Modification at Lovers Lane and Pavement Delineation and Signage, Visalia
- Fire Station 56 Traffic Signal, and Signing & Striping, Visalia
- Signal, and Signing & Striping, Mooney at Riggin, Visalia
- Signal Modification Walnut Avenue at Santa Fe Street, Visalia
- HAWK Signal at Lovers Lane trail crossing, Visalia
- Flashing LED Pedestrian System, West Park ATP, Fresno County
- Flashing LED Pedestrian System Laton ATP, Fresno County
- Signals, 15 locations along Golden State Boulevard through Fowler, Selma and Kingsburg, Fresno County, Fresno COG
- MLK Signal Modifications and Street Lighting, Fresno
- Ashlan Avenue Widening, Signal Mod and Lighting, Fresno
- Signals and Signal Modification, Various Locations, Fresno
- Signal Modification and HAWK Signal, Street Lighting Sanger Unified School District New Campus, Fresno
- Signal, Church at Fowler, Fresno & Sanger Unified School District
- Signal Mod Blackstone at Weldon, Fresno & SCCCD
- Signal, Belmont Avenue at Temperance Avenue, Fresno
- Signal, McKinley Avenue at Temperance Avenue, Fresno
- Signals, Herndon Avenue Corridor at Temperance Avenue, Locan Avenue and DeWolf Avenue, Clovis & Fresno County
- Signal and Signal Modification, Various Locations, Clovis
- Signal Modification, State Route 180 at Siskiyou Avenue, Kerman
- Caltrans A&E Electrical Designs for Districts 5, 6, 9 and 10
- Signal, Houston Avenue at 17th Avenue, County of Kings
- Signal, “G” Street at Yosemite Shopping Center, Merced
- Signal Modification, “G” Street at Foothill Drive, Merced
- Signals, 5 locations along State Route 202, Tehachapi

Engineering | Land Surveying | Planning | Environmental | Landscape Architecture | Construction Management

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EXHIBIT "B"

CITY ENGINEER SCOPE OF SERVICES & TASK DESCRIPTIONS

The City Engineer is responsible for the review of all private development projects with infrastructure to be installed within City maintained streets, alleys, and easements. The City Engineer is also responsible for design, bidding, construction management, and financial aspects of the City's Capital Improvement Projects, although the City Council reserves the right to assign any specific capital project design and engineering to any licensed engineering firm.

The City Engineer must be a registered engineer in the State of California and have a thorough knowledge and proficiency in municipal civil engineering practices. The City Engineer or firm must be familiar with and have experience with grants, including knowledge of available grants to cities that relate to the tasks described herein, grant writing, and administration of grants. The selected City Engineer may utilize sub-contractors or strategic allies for grant-writing and construction management services so long as the City is not paying for duplicated services.

The following is a summary of duties that may be required by the selected City Engineer. This outline is not intended to represent the entire scope of work but rather a substantial list of tasks the City Engineer may be directed to do.

<u>General Technical Assistance</u>

- Prepare and/or administer long and short range engineering project programs.
- Provide technical advice to City personnel assigned to Public Works activities.

- Advise the City as to engineering and construction financing available from other governmental agencies, and prepare and initiate applications for such funding.
- Provide technical assistance for water, sewer and storm drain issues.
- Prepare drawings, diagrams, graphs, charts, databases, spreadsheets and tables using common desktop, computer-aided design, and/or GIS software programs.
- Develop, review and update Engineer's reports for special assessment districts such as Landscape and Lighting Maintenance Districts.
- Develop and update Capital Improvement Plans and developer fees. Assist the City Manager on the Capital Improvement Program Budget to allow for the implementation of Master Plan Improvements.
- Review and provide written comments on planning programs and land development matters.

- Provide construction oversight and inspection of permit work within City streets and right-of-ways.
- Attend meetings such as City Council, Planning Commission, staff meetings, and other meetings as requested.

Development Review

- Review tentative maps and other submittals for land divisions and proposed developments and make recommendations related to engineering matters.
- Meet with developers and members of the public on proposed development projects in order to communicate the processes and procedures involved with engineering and infrastructure development.
- Check improvement plans for compliance with zoning requirements, City Design Standards, and adopted building codes.
- Provide field observation inspection of the construction of improvements by private developers; recommend notice of completion and acceptance of the work.
- Review, check and provide written recommendations of land use applications to City's Planning Department.
- Assist in the preparation of "Conditions of Approval" for proposed development projects.
- Evaluate and provide recommendations regarding developer proposed mitigation measures for development projects.
- Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of development review.
- Provide such necessary and related functions as are the normal practice of the City in the review of private developments.

Capital Projects

- Prepare plans and specifications for City projects (City utilities, roads, structures, SCADA, reservoirs, Master Plan infrastructure, etc).
- Check plans and specification and provide construction administration and oversight and/or Construction Management for City projects designed by third parties.
- Provide and/or oversee real property engineering services.

- Provide special engineering reports regarding such matters as assessment district formation, developer fees, etc.
- Coordinate with utility companies in the relocation of affected utilities.
- Process plans and specifications through other agencies for review and approval in connection with special funding programs and permits.
- Prepare/review preliminary scoping, budget estimates, and project schedules.

- Coordinate the design with and obtaining the required approvals and permits for City Departments, utility companies, and other agencies, specifically addressing permitting agencies such as the Regional Water Quality Control Board, California Department of Health, and Departments of Fish and Game and Fish and Wildlife.
- Assist the City to communicate with the public regarding the project design.
- Assist the City in conducting CEQA and NEPA environmental review of projects by working with the City's Planning Department.
- Convene pre-construction meetings with staff, contractors, utility company representatives and respond to bidder's questions during bidding.
- Review of and recommend action for proposed change orders.
- Tabulate, review and evaluate bid documents received, make recommendations to City Council in the award contracts
- Manage punch lists, call-backs and warranties.
- Draft reports and assessments for City information and action.

Traffic Engineering

Represent the City interfacing with the public, staff and other governmental agencies to address any and all matters relating to proposed traffic/transportation plans within and/or affecting the City.

Respond to citizen questions, suggestions, complaints and concerns.

Assist staff in the development of engineering and development policies, regulations, ordinances and resolutions related to traffic issues and standards.

Provide traffic engineering design, assist with contract administration, interact with staff, consultants, the public, community groups, engineers, contractors, and inspectors during all phases of the design and construction of Capital Improvement projects.

Prepare/review traffic warrants and conduct speed surveys as required.

Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies, and statutes.

City of
LEMOORE
CALIFORNIA

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Staff Report

Item No: 6-1

To: **Lemoore City Council**

From **Marissa Trejo, City Manager**

Date: **October 27, 2025** **Meeting Date:** **November 4, 2025**

Subject: **Potential Projects for City-Owned Property Located at 311 E Street**

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☒ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:
City Council discuss potential projects or uses for the City-owned property located at 311 E Street and provide direction to staff on how to proceed.

Subject/Discussion:
The City of Lemoore recently purchased the property located at 311 E Street. The acquisition was made with the intent to explore opportunities that align with the City's long-term goals for community development, revitalization, and public benefit. The property is centrally located and offers potential for various public or private projects that could enhance City services, economic development, or community engagement.

This item is presented to allow the City Council to discuss potential uses for the property. Possible project types could include, but are not limited to:

- Public facility or community space
- Commercial or economic development project
- Public-private partnership opportunity

Council direction will assist staff in identifying next steps, such as feasibility analysis, conceptual design, or solicitation of development proposals.

Financial Consideration(s):

There is no direct fiscal impact associated with this discussion item. Future project concepts may require budget allocations, which would be presented to Council for consideration at a later date.

Alternatives or Pros/Cons:

Pros:

- Provides an opportunity to utilize a City-owned asset for community benefit.

Cons:

- None noted.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the City Council discuss potential projects or uses for the City-owned property located at 311 E Street and provide direction to staff on how to proceed.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	☒ City Attorney	10/28/2025
☐ Map	☒ City Clerk	10/27/2025
☐ Contract	☒ City Manager	10/27/2025
☐ Other	☒ Finance	10/28/2025
List:		