

TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



**The Mission of the Town of Yucca Valley is to
provide a government that is responsive to its citizens
to ensure a safe and secure environment
while maintaining the highest quality of life.**

**TOWN COUNCIL: 5:00 PM
TUESDAY, NOVEMBER 4, 2025**
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/91046680064?pwd=KMtFS3MmngiFjDaDXqfhoglavftKqD.1>

Meeting ID: 910 4668 0064

Passcode: 128961

Use the above link to virtually access the meeting. You will automatically be muted upon entry. During the meeting, participants will be prompted to “raise hand” or inform the meeting moderator when wishing to make a public comment. Comment time is limited to 3 minutes or as instructed by the Mayor/Chair. If any technical difficulties occur resulting in lack of connectivity or virtual streaming, the in-person meeting will continue to proceed.

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Town Council

Jeff Drozd, Mayor

Merl Abel, Mayor Pro Tem

Rick Denison, Council Member

Robert Lombardo, Council Member

Jim Schooler, Council Member

* * * *

TOWN ADMINISTRATIVE OFFICE:

760-369-7207

Public Comments: townclerk@yucca-valley.org
www.yucca-valley.org

AGENDA
MEETING OF THE TOWN COUNCIL
TUESDAY, NOVEMBER 4, 2025, 5:00 PM

The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at (760) 369-7209 at least 48 hours prior to the meeting

The meeting agenda packet is available for public view in the Town Hall lobby and on the Town's website at www.yucca-valley.org prior to the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at (760) 369-7209 ext. 226.

If you wish to comment on any agenda item or on any subject not on the agenda during public comments, please fill out a request to speak card and give to the Town Clerk/Commission Secretary. Comment time is limited to 3 minutes.

Where appropriate or deemed necessary, action may be taken on any item listed in the agenda.

OPENING CEREMONIES:

Call to Order

Roll Call

Council Members Abel, Denison, Lombardo, Schooler, and Mayor Drozd

Pledge of Allegiance

Invocation

Led by Pastor Daniel Hanna, Crossview Bible Church

Presentations, Introductions, Recognitions

Approval of Agenda

1. Agenda Approval

Recommendation:

Approve the meeting agenda as prepared.

Consent Agenda

All items listed on the consent agenda are routine matters or formal documents covering previous Town Council instruction. Items are enacted by one motion and a second without separate discussion unless a member of the Town Council or Town Staff requests dialog on a specific item at the beginning of the meeting. Requests for public comment on the consent agenda items should be filed with the Town Clerk.

2. Administrative Policy Review

Recommendation:

That the Town Council approves this review and summary of the revision of the Town's Administrative Policies and Procedures.

3. Community Center HVAC Replacement Project

Recommendation:That the Town Council:

- Amends the FY2025-26 Special Revenue Fund Budget to allocate \$165,000.00 from the Capital Project Reserve Fund 800 for the Community Center HVAC Replacement Project;
- Approves the award of a contract with Honeywell International, in the amount of \$149,950.84 to replace HVAC System at Community Center;
- Authorizes construction, construction contingencies, and inspection costs in the total amount of \$165,000.00; and
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager or designee to expend contingency funds, if necessary, for project completion.

4. First Amendment Provision and Protection Policy

Recommendation:

Staff is recommending the Town Council approve the policy ensuring and establishing First Amendment Rights at Town Events.

5. Senior Center Roof Replacement Project -Town Project No. 8061
Award of Construction Contract

Recommendation:That the Town Council:

- Approves the award of a construction contract with Letner Roofing Company, in the amount of \$187,000.00 to construct Senior Center Roof Replacement;
- Authorizes construction, construction contingencies, and inspection costs in the total amount of \$240,000.00; and
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.

6. Memorandum of Understanding (MOU) between Town of Yucca Valley (Town) and Morongo Unified School District (District) for the School Resource Officer Program

Recommendation:

That the Town Council approves the Memorandum of Understanding between the Town of Yucca Valley and the Morongo Unified School District regarding service relative to the School Resource Officer Program and authorize the Town Manager to sign all necessary documents.

7. Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on September 15, 2025, by Charles Albert Gabriels.

8. Resolution designating the Planning Commission as the Local Appeals Board and Housing Appeals Board pursuant to the 2022 California Building Code Section 1.8.8

Recommendation:

That the Town Council adopt Resolution No. 25-XX, designating the Planning Commission as the Local Appeals Board and Housing Appeals Board pursuant to Section 1.8.8 of the 2022 California Building Code

9. Authorization to Purchase Replacement Fleet Vehicle/Equipment.
Replacement of Unit #19 and Unit #62

Recommendation:

That the Town Council:

1. Amends the FY2025-26 Special Revenue Fund Budget to allocate \$100,000.00 for vehicle and equipment replacement from the Capital Project Reserve Fund 800; and
 2. Authorizes the purchase of one (1) new Hyster® H60A Lift Truck from Hyster-Yale Materials Handling, Inc. in an amount not to exceed \$36,394.00 to replace vehicle #62;
 3. Authorizes the purchase of one (1) new Reelmaster 3100-D lawn mower from Toro in an amount not to exceed \$54,064.94 to replace unit #19; and
 4. Declares the 1990 Clark GPX20 Forklift unit #62 and the 2005 Toro Reelmaster 3100-D (72" cut) unit #19 as surplus, and approves the sale of the surplus vehicles/equipment, authorizing the Town Manager or designee to sell the vehicle through a public bidding/auction or consignment process or disposition through dismantling services.
10. Building & Safety Contract Services; Charles Abbott Associates, Inc., Modifying Contract Termination Language

Recommendation:

That the Town Council approves the amendment to the contract with Charles Abbott Associates, Inc., for Building & Safety Services, modifying contract termination language, for the period through June 30, 2028.

Public Hearings

11. Ordinance Adoption- 2025 Building and Safety Codes

Recommendation:

That the Town Council adopts Ordinance 332, amending Title 8 of the Town of Yucca Valley Municipal Code by the addition of Chapter 8.02.115, and 8.02.125 amending Chapters 8.02.010, 8.02.020, 8.02.030, 8.02.040, 8.02.050, 8.02.060, 8.02.070, 8.02.080, 8.02.090, 8.02.110, AND 8.02.120, adopting as modified the 2025 Edition of the California Building Code Models 1, 2 including the Appendix and

Standards, the 2025 Edition of the California Electrical Code, the 2025 Edition of the California Plumbing Code, the 2025 Edition of the California Mechanical Code, the 2025 Edition of the Green Building Code, the 2025 Edition of the California Residential Code, the 2025 Edition California Energy Code, the 2025 Edition of the California Fire Code, The 2025 Edition of the California Wildland Urban Interface Code, and adopting other regulations relating to building requirements.

Department Reports

12. Building & Safety Annual Presentation/Report
13. Animal Shelter Operational Review Status Update

Recommendation:

That the Town Council receives and files the Operational Review Status Update and provides input and direction as desired, including potential development of an operational agreement with local rescue partners.

14. Public Safety Contract Amendment

Recommendation:

It is recommended that the Town Council:

- **Approve an amendment for fiscal year 2025-26 to the contract with the San Bernardino County Sheriff's Department in the amount of \$6,909,216 and authorize the Town Manager or Mayor to sign on behalf of the Town.**
- **Amend the FY2025-26 General Fund Budget and Measure Y Special Revenue Fund Budget as identified in Exhibit A.**

15. Land Development Update

Recommendation:

That the Town Council receives and files the report.

Future Agenda Items

Public Comments

The Town Council takes this time to consider your comments on items of concern which are not on the agenda. When you are called to speak, please state your name and community of residence. Please limit your comments to 3 minutes or less. Inappropriate behavior which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not on the printed agenda.

Staff Reports and Comments

Mayor and Council Member Reports and Comments

Council Member Denison
Council Member Lombardo
Council Member Schooler
Mayor Pro Tem Abel
Mayor Drozd

Announcements

Upcoming Meeting Schedule: The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, November 18, 2025 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Debra Breidenbach-Sterling, Human Resources and Risk Manager

Date: October 6, 2025

Meeting Date: November 4, 2025

Subject: Administrative Policy Review

Recommendation:

That the Town Council approves this review and summary of the revision of the Town's Administrative Policies and Procedures.

Prior Review:

This item was last reviewed at the Town Council meeting on May 30, 2017.

Discussion:

Administrative Policies and Procedures are important to the Town as they provide an objective set of rules by which the Town operates. Policies and procedures also help establish the legitimacy of management action by ensuring the application of these rules and decisions are done in an objective, fair and consistent manner.

Throughout the years, policies have been created and implemented as the need for them are identified. It is important to periodically review, and if necessary, update the Administrative Policies and Procedures to ensure that the information is current with federal, state, and local laws. Since the last Council review, Staff has worked on updating and creating new policies to minimize risk exposure to the Town.

The policy for review with this report is:

- Employee Harassment and Discrimination Policy

Staff recommendation is that the Town Council approve the revised Employee Harassment and Discrimination policy. Staff will continue to monitor trends to ensure the policy remains effective in line with evolving best practices.

Alternatives

None

Fiscal Impact:

None

Attachments

1. TOYV Employee Harassment and Discrimination Policy Statement P. 2 - 5 Revision
October 21, 2025

TOWN OF YUCCA VALLEY

EMPLOYEE HARASSMENT AND DISCRIMINATION POLICY STATEMENT

Policy Number: 2-5

General Subject:

Date Issued: 7/19/2010

Employee Harassment

Revised Date: ~~8/30/2025~~ 10/21/2025

Town Manager Signature

I. POLICY:

The Town of Yucca Valley ("Town") is committed in all areas to provide a work environment that is free from harassment, discrimination and retaliation in the workplace and to provide a procedure for investigating and resolving internal complaints regarding such conduct. This Policy applies to all Town employees while they are on any Town property or premises, and/or while performing services on behalf of or for the Town. The Town encourages all covered individuals to report any conduct they believe violates this Policy.

This Policy also applies to all non-employees, including Town elected and appointed officials, job applicants, vendors, contractors, business associates, volunteers, and members of the public, who are on any Town property or premises, and/or performing services on behalf of or for the Town pursuant to contract or other arrangements. Except where the context requires otherwise, all references to employees in this Policy shall include non-employees specified in this paragraph.

Harassment or discrimination between supervisors and employees, co-workers, and employees and non-employees on the basis of a protected classification, as defined herein, is prohibited and will not be tolerated while they or any of them are on any Town property or premises, and/or performing services on behalf of or for the Town. This Policy prohibits harassment and discrimination because: (a) of an employee's protected classification or any combination of such protected classifications; (b) of the perception that an employee has a protected classification or any combination of those classifications; or (c) the employee associates with a person who has or is perceived to have a protected classification or any combination of these classifications.

Harassment or discrimination based on race (including traits associated with race, such as hair texture and hairstyles), color, ancestry, national origin, religion, creed, ~~gender~~, age (over 40), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), marital status, gender identity, gender expression, sexual orientation, military and veteran status, disability, mental and physical, medical condition, genetic information, reproductive health decision-making, or any other classification protected by federal, state and local law and ordinances will not be tolerated. All employees, including supervisors and other management personnel, are required to abide by this policy. No person will be adversely affected in employment

with the Town as a result of bringing or participating in the investigation of complaints of unlawful harassment, discrimination or retaliation.

Retaliation is prohibited against a person for filing a harassment, discrimination and/or retaliation charge or complaint; instituting or causing to be instituted any proceeding under or related to this Policy; testifying or about to testify in any such proceeding or investigation; providing information or assisting in an investigation; and/or associating with a person who is involved in reporting harassment and/or discrimination or who participated in the complaint or investigation process. No employee shall be subject to any form of retaliation for reporting any violation, or participating in any investigation under this Policy, provided that they have done so truthfully and in good faith.

The Town has a zero tolerance policy, and will take appropriate and immediate corrective action when it concludes that discrimination, harassment, and/or retaliation has occurred. Employees found to be discriminating, harassing, and/or retaliating against another employee shall be subject to disciplinary action, up to and potentially including dismissal. Conduct that may not be prohibited under harassment, discrimination, or retaliation law may nevertheless violate this policy, violate other Town policies, or other Town standards of conduct.

II. Definitions:

A. “Protected classification” includes race (including traits associated with race, such as hair texture and hairstyles), color, ancestry, national origin, religion, creed, ~~gender~~, age (over 40), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), marital status, gender identity, gender expression, reproductive health decision-making, sexual orientation, military and veteran status, disability, mental and physical, medical condition, genetic information, or any other statutorily protected classifications.

B. “Discrimination” any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to the employee, because the employee is a member of a protected classification. Examples of conduct that can constitute discrimination if based on an individual’s protected classification include, but are not limited to the following:

1. Failing or refusing to hire an individual based on their protected classification.~~includes treating an individual differently because of the individual’s protected or perceived protected classification.~~

2. Terminating an individual from employment based on their protected classification.

3. Singling out or targeting an individual for different or less favorable treatment because of their protected classification.

C. “Harassment” Unwelcome verbal, visual, or physical conduct based on membership in a protected classification that creates an intimidating, offensive, or hostile work environment. Such conduct constitutes harassment when:~~includes any conduct which would be unwelcome to a reasonable person of the recipient’s same protected classification and which is taken because of the recipient’s actual or perceived protected classification.~~

~~Examples of harassment include, but are not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:~~

- ~~1. Submission to the conduct is made either an explicit or implicit condition of employment, or an unpaid internship or volunteer program;~~
- ~~2. Submission to or rejection of the conduct is used as the basis for an employment decision, or any decision related to an unpaid internship or volunteer program; or~~
- ~~3. The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.~~

Harassment can take many forms and includes, but is not limited to,

- ~~a1.~~ Verbal harassment, such as speech, epithets, derogatory comments or slurs, or propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race, sexual, or ethnicity oriented stories or jokes.
- ~~b2.~~ Physical harassment, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering or making explicit or implied job threats or promises in return for submission to physical acts.
- ~~c3.~~ Visual harassment, such as derogatory posters, notices, e-mails, bulletins, cartoons, pictures, or drawings; related to a protected classification.
- ~~d4.~~ Sexual harassment, such as unwanted sexual advances, requests for sexual favors, or unwelcome written, verbal, physical and/or visual contact with sexual overtones, when submission to such conduct is explicitly or implicitly a term or condition of an individual's employment, when submission to or rejection of such conduct by an individual is a basis for employment decisions affecting that individual, or when such conduct has the purpose or effect of reasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

It is no defense that the recipient appears to have voluntarily consented to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude someone from complaining if the conduct is repeated in the future.

Even visual, verbal and/or physical conduct between two employees who appear to welcome it can constitute harassment of a third person who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

Conduct can constitute harassment even if the person engaging in the conduct had no intention to harass (e.g., gifts, over attention, or endearing nicknames). Even well intentioned conduct can violate this Policy if the conduct is directed at or implicates an actual or perceived protected classification, and if a reasonable person of the recipient's same actual or perceived protected classification would find it offensive.

All Forms of Harassment: Examples of what may constitute sexual and/or discriminatory harassment include, but are not limited to the following:

Inappropriate or offensive remarks, slurs, jokes or innuendos; inappropriate comments regarding an individual's body, physical appearance, attire, marital status, pregnancy or sexual orientation; unwelcome flirting or sexual propositions; off-duty unwelcome conduct of a sexual nature that affects the work environment; unwelcome hugging, kissing, or other physical contact of a sexual nature; lewd gestures, profane or vulgar language, posters, photographs, drawings, cartoons, stories, nicknames or statements that convey derogatory attitudes about a particular gender.

Similar conduct, when applied to other protected classifications ~~(race, color, religion, gender, age, sex, marital status, gender identity, gender expression, sexual orientation, national origin, military and veteran status, disability, medical condition, pregnancy, childbirth and related medical conditions, family medical history or genetic information or testing, or any other classification protected by federal, state and local law)~~ may constitute harassment and violation of this policy. For example, racial jokes or degrading comments about age or ethnic background and constitute harassment under this policy.

Romantic or sexual relationships with subordinates are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees.

D. "Retaliation" includes any adverse conduct taken against an applicant, employee, contractor, or volunteer because he or she has reported harassment and/or discrimination, opposed a practice that the individual reasonably believes constitutes workplace harassment, or discrimination, or the individual has participated in the complaint and/or investigation process regarding such a complaint. Retaliation also includes adverse action against an employee because of opposition or participation by a family member or close associate of the employee. Further, retaliation includes adverse employment action due to an employee's request for a reasonable accommodation.

1. Examples of Opposition: Opposition to perceived harassment or discrimination includes threatening to file a discrimination complaint with the Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), ~~union~~, or court, or complaining or protesting about alleged employment discrimination or harassment to a manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of

another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to the Town based on a reasonable good faith belief that the practice opposed constitutes employment discrimination or harassment. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected.

2. Examples of Participation: The Town prohibits retaliation against any individual because the individual has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination or harassment statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. The Town also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.

E. “Adverse conduct” includes but is not limited to: (a) taking sides because an individual has reported harassment and/or discrimination; (b) spreading rumors about a complainant; (c) shunning and/or avoiding an individual who reports harassment and/or discrimination; (d) disciplinary actions or negative performance evaluations; or (e) a direct or implied threat of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation (this is a non-exhaustive list):

- Those who make good faith reports of harassment or discrimination;
- Those who associate with an individual who is involved in reporting harassment or discrimination or who participates in the complaint or investigation process.

E. “Prohibited behavior by all Employees”: The Town has a zero tolerance policy for any action that creates a hostile work environment, constitutes discrimination, harassment or retaliation, or advocates adverse conduct on the basis of another individual's actual or perceived membership in a protected classification, or a combination of two or more protected classifications, as discussed above.

F. “Supervisor” Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or the responsibility to direct them, or to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- ~~No Department Head, manager, supervisor, or any other employee in the Town shall create a hostile or offensive work environment for any other employee by engaging in any discriminatory harassment or by tolerating it on the part of any other employee based on that employee's membership in a protected class, as identified by the California Fair Employment and Housing Act (“FEHA”), Government Code sections 12900 et seq., and Title VII of the Civil Rights Act of 1964.~~

~~—1) DEFINITIONS:~~

III. PROCEDURE:

A. Obligations of Department Heads/Managers/Supervisors

This information is reviewed with all employees of the Town at their initial hire, as well as displayed in each department throughout the Town. In addition, a Town-wide training will be conducted for staff upon hire, and every two years. Employees promoted to a supervisory position are required to receive supervisory harassment prevention training within six months of assuming their supervisory position. Training shall meet the requirements established under state and federal law.

Employees may file complaints about sexual harassment or other illegal employment discrimination with the ~~Department of Fair Employment and Housing~~Civil Rights Department (“CRD”) or with the Equal Employment Opportunity Commission (“EEOC”). ~~The Human Resources will make available upon request their contact information.~~

B. Obligations of all Employees

Any employee who believes he or she has been unlawfully harassed, discriminated against or retaliated against, should bring the matter to the attention of his or her immediate supervisor or department head and the Human Resources and Risk Manager; and provide a full and factual report of the incident. Additionally, all employees are responsible for compliance with this Policy and for each of the following:

1. Treating all employees and non-employees with respect and consideration.
2. Modeling appropriate behavior.
3. Participating in periodic training.
4. Cooperating with the Town’s investigation by responding fully and truthfully to all questions posed during the investigation.

~~5. Maintaining the confidentiality of any investigation that the Town conducts by not disclosing the substance of any investigatory interview, except as directed by the Town Manager, department director or the Human Resources and Risk Manager.~~

56. Reporting any act he or she believes in good faith constitutes harassment, discrimination and/or retaliation as provided for in this Policy.

C. Supervisor Obligation

~~Directors, managers, supervisors and other Town management~~ Supervisor personnel are responsible for compliance with this Policy and each of the following:

1. Informing employees and non-employees of this Policy.

2. Modeling appropriate behavior.
3. Taking reasonable steps to prevent harassment, discrimination and retaliation from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate protective action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
6. Following up with employees who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing employees who complain of harassment and/or discrimination of their option to contact the EEOC or [DFEH-CRD](#) regarding alleged violations.
8. Assisting, advising or consulting with Human Resources or employees of other Town department(s) regarding this Policy.
9. Assisting in the investigation of complaints involving employee(s), and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the Town's employment policies, up to and including dismissal.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted to any Town department or management personnel.
12. Participating in periodic training and scheduling employees for training.

Supervisory personnel who are aware of ongoing harassment, discrimination and/or retaliation, as defined in this Policy, but do not take responsible appropriate steps, as set forth above, shall be subject to appropriate disciplinary action, up to and including dismissal.

C. Investigative/Corrective Action

Complaint Procedure: If an employee or job applicant believes he or she has been unlawfully harassed and/or discriminated against based on his or her protected classification, or retaliated against, he/she should make a complaint, either orally or in writing, to his/her supervisor or manager and to the Human Resources and Risk Manager. If the employee is uncomfortable reporting to the his/her direct supervisor or if the is individual who has allegedly done the harassing, the employee should report the incident to the Human Resources and Risk Manager or Town Manager.

Any supervisor, manager or director who receives a harassment, discrimination and/or retaliation complaint shall immediately notify the Human Resources and Risk Manager. A complaint accusing the Human Resources and Risk Manager of harassment, discrimination and/or retaliation shall be reported to the Town Manager. A complaint accusing the Town Manager or Town Attorney of harassment, discrimination and/or retaliation may be submitted to the Town Clerk for consideration by the Town Council during closed session. A complaint accusing a Town councilmember(s) of harassment, discrimination, and/or retaliation may be submitted to the Town Attorney or Town Manager.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE TOWN'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY WHEN SUCH CLAIMS ARE LITIGATED.

Employees, contractors or applicants for employment may file complaints of harassment, discrimination or retaliation with the ~~California Department of Fair Employment and Housing CRD(DFEH)~~ or the ~~U.S. Equal Employment Opportunity Commission (EEOC)~~. These administrative agencies offer legal remedies and a complaint process. ~~The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on the Town's bulletin boards for office locations and phone numbers.~~

EEOC AND CRD CONTACT INFORMATION

You can contact the EEOC as follows: Los Angeles District Office, 255 East Temple, 4th Floor, Los Angeles, California, 90012; 800-669-4000/800-669-6820 (TTY) or 213-894-1000; www.eeoc.gov. The EEOC's National Contact Center (NCC) customer service representatives are available to assist you in more than 100 languages between 8:00a.m. and 8:00 p.m. Eastern Time. An automated system with answers to frequently asked questions is available on a 24-hour basis. You can reach the NCC: You can contact the CRD as follows: 2218 Kausen Drive, Suite 100, Elk Grove, California 95758; 800-884-1684/800-700-2320 (TTY) or 916-478-7251; www.cacivilrights.ca.gov. Employees should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been harassed, discriminated or retaliated against as described in this policy. For more information, contact the Town's Human Resources Department.

By mail:
U.S. Equal Employment Opportunity Commission
P.O. Box 7033
Lawrence, Kansas 66044

By phone: 1-800-669-4000
By Email: info@ask.eeoc.gov EEOC Headquarters is located at:
U.S. Equal Employment Opportunity Commission 1801 L Street, N.W.
Washington, D.C. 20507
Phone: (202) 663-4900
TTY: (202) 663-4494

~~DFEH CONTACT INFORMATION~~

~~Employment/Public Accommodations: 1-800-884-1684~~

~~Housing: 1-800-884-1684~~

~~Hate Violence: 1-800-884-1684~~

D. Investigation

The Town Manager or Human Resources and Risk Manager shall authorize or conduct the investigation of any incident of alleged harassment, discrimination or retaliation reported. If a complaint of harassment, discrimination or retaliation is against the Human Resources and Risk Manager, the Town Manager or designee shall be responsible for investigating such complaint, and if it is against the Town Manager, the Town Attorney or designee shall be responsible for investigating the complaint. The investigation shall be conducted in a way which ensures, to the extent feasible, the privacy of the parties involved. Complaints of harassment, discrimination and retaliation will be promptly investigated and employees found in violation of this Policy, may be disciplined, up to and including termination.

The Town takes a proactive approach to potential violations of this Policy and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether a recipient of the conduct (victim) or third party reports a potential violation.

In each case, provide the employee who is the victim-complainant of harassment, discrimination and/or retaliation an oral or written reply on the results of the investigation and the action taken, if any. However, specifics as to the disciplinary action taken, if any, shall not be disclosed to the employee-complainant. If the Human Resources and Risk Manager is the person being investigated, the reply to the employee shall be provided by the Town Manager or designee.

The Town shall take reasonable steps to protect the victim(s) from further harassment or discrimination and from retaliation. Nothing herein, however, obligates the Town to release information about any disciplinary actions.

Under no circumstances shall a supervisor, manager or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged harassment.

The Town will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). The Town will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. While all complaints will be kept confidential to the greatest extent possible, confidentiality cannot be guaranteed.

While the Town vigorously defends an employee's right to work in an environment free of harassment and discrimination based on his or her protected classification, and also free of retaliation, the Town also recognizes that false accusations can have serious consequences. Accordingly, any employee who is found, through the Town's investigation, to have knowingly and falsely accused another person of harassment, discrimination and/or retaliation will be subject to appropriate disciplinary action, up to and including dismissal.

Investigation

III. APPROVAL, REVISION & CANCELLATION:

All revision requests will be forwarded to the Town Manager via your supervisor.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: October 14, 2025

Meeting Date: November 4, 2025

Subject: Community Center HVAC Replacement Project

Recommendation:

That the Town Council:

- Amends the FY2025-26 Special Revenue Fund Budget to allocate \$165,000.00 from the Capital Project Reserve Fund 800 for the Community Center HVAC Replacement Project;
- Approves the award of a contract with Honeywell International, in the amount of \$149,950.84 to replace HVAC System at Community Center;
- Authorizes construction, construction contingencies, and inspection costs in the total amount of \$165,000.00; and
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager or designee to expend contingency funds, if necessary, for project completion.

Prior Review:

None

Discussion:

Staff and HVAC vendors have inspected the existing condensers and determined they have passed their useful life and need to be replaced.

The scope of work for the 60-ton condensing unit component at the Community Center includes the following: Honeywell will reclaim the refrigerant; remove the existing 60-ton condensing unit; and replace it with a new 60-ton Carrier condensing unit. The vendor will replace existing evaporator coil components with new ones that are compatible with the new refrigerant. All refrigerant lines will be replaced and insulated. Honeywell will also install new thermostats, expansion valves, filters, dryers, and isolation valves.

Honeywell International is an approved HVAC maintenance company for the Town's HVAC systems.

Replacement of the Community Center HVAC components was bid through Sourcewell, formerly known as the National Joint Powers Alliance (NJPA) program, at a discounted rate of 25% to 38%. The Sourcewell program is a public agency, member-driven service cooperative that serves over 50,000 members. Sourcewell offers a multitude of contracted products, equipment, and service opportunities to local government agencies. Sourcewell offers members competitively bid, national purchasing contracts, enabling contracted suppliers and member agencies to work smarter and more efficiently, thereby bringing considerable value to member agencies. Sourcewell does this by establishing a business and service alliance between member buyers and contracted suppliers, ensuring a successful national purchasing program.

Community Center HVAC Component Replacement:

AC 60-Ton Unit	\$94,958.23
Evaporator	\$19,918.09
Sourcewell Discount	-\$5,102.69
Labor	<u>\$30,167.21</u>
TOTAL	\$149,950.84

Staff utilized Sourcewell Master Agreement Contract # 080824 (HVAC Systems with Related Product and Services), which was issued on July 1, 2024, and is valid until November 1, 2028.

Alternatives

No Alternatives are recommended by staff. The recommended action is necessary for the project to move forward.

Fiscal Impact:

It is recommended to amend the FY2025-26 Special Revenue Fund Budget to allocate \$165,000.00 from the Capital Project Reserve Fund 800 for the Community Center HVAC Replacement Project. Unassigned reserve funds total \$4,000,000.00.

Attachments

1. Town of Yucca -Quote 13011910 -Community Center Condenser -\$149,950.84 v2 9.17.2025
2. Fully Exec Honeywell Contract 2024-2029
3. Honeywell Contract 080824
4. Exhibit A - Capital Project Reserve Fund 11.4.25
5. Template Blank Construction Agmt - (Revisions 12.20.20) Title VI Appendix E

GSA84-LA-RQ Town of Yucca Community Center Condenser

For a Firm-Fixed Price Delivery Order under GSA Schedule Number 47QSWA18D0057
DUNS # - LS9FEECECDM3, CAGE CODE - INP59



Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 17-Sept-25
Quote Expiry Date: 16-Dec-25
Quote Number: 13011910

Honeywell Professional: Michele Gonzales
michele.gonzales@Honeywell.com

Site: Yucca Valley Community Center
57088 29 Palms Hwy
Yucca Valley CA 92284-2932

Customer: Town of Yucca Valley
57090 29 Palms Hwy
Yucca Valley CA 92284

OVERVIEW OF SCOPE

Scope of work for 60-ton condensing unit at community Center. Honeywell will reclaim, refrigerant, and remove the existing 60-ton condensing unit and replace with a new 60-ton carrier condensing unit. We will replace existing evaporator coil with new that will be compatible with the new refrigerant. We will also install new thermostat, expansion valves, filter, dryers, and isolation valves. all refrigerant lines will be replaced and insulated.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Work to be carried out during normal working hours.
- This quote is subject to Honeywell's standard terms and conditions.

PART #	DESCRIPTION	SIN #	QTY	GSA PRICE	TOTAL
MATERIAL					

38RCD06060-4G000	AC 60 TON	*	1.00	94,958.23	94,958.23
EV-12-6-37.5-129-16-30-49724	EVAPORATOR, , 1/2 TUBE, 6 ROW	*	1.00	19,918.09	19,918.09
TOTAL MATERIAL:					\$ 114,876.31

LABOR

S013	SNR_FSP_HVAC_NT - S013	334290	152.00	198.47	30,167.21
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TOTAL LABOR: \$ 30,167.21

OTHER COSTS

Electrical Service disconnect	1.00	0.00	0.00
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SUB TOTAL: (USD):	\$ 155,053.53
DISCOUNT:	\$ 5,102.69
QUOTATION TOTAL (USD):	\$ 149,950.84

THIS QUOTATION is valid for 90 days.
Sales Tax, if applicable, will be invoiced separately.
Use tax, if applicable, will be invoiced separately.
Currency: USD

Terms and Conditions

F.O.B. Destination.

Products identified with an asterisk (*) are not available on schedule. As a convenience to the purchaser, such products are available open-market and may be purchased in conjunction with Schedule products. It is the responsibility of the purchaser to ensure that appropriate competitive procedures are followed when purchasing open market items. Further, these products do not meet the requirements of the Trade Agreements Act if purchased as standalone items. Such products may be purchased only as a part of an otherwise compliant system.

Products may not meet the requirements of the Buy American Act. Unless a product is explicitly identified as "BAA Compliant" Honeywell makes no representation that it does and purchaser should assume that the product does not meet the requirements of the BAA.

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell ____ or ____ percent (____%) of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

M. Gonzales

Honeywell Professional

Customer Acceptance

Name:

Title:

Date:

Signature:

Purchase Order #:

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the Term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease. Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS SECTION 10 STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

21. ACCEPTANCE OF THE WORK

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. DEFINITIONS

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Honeywell Building Automation – Services

SERVICE AGREEMENT

Date: 05/01/2024

Proposal Number: 0002078857

Agreement Number: 48840022

(HONEYWELL)

Honeywell Building Automation -- Services
22 Centerpointe Dr Ste 100
La Palma Ca 90623

(CUSTOMER)

Town of Yucca Valley
57090 29 Palms Hwy
Yucca Valley, Ca. 92284

Service Location Name: Various

Service Location Address (the "Site"): Various

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Automation – Services business unit (sometimes referred to as "HBT", "Honeywell" or "Honeywell Building Automation"), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. "Agreement" means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

Agreement Coverage Level: ☐ Corrective Maintenance ☐ Preventative Maintenance ☒ Comprehensive Maintenance	Solution Type: ☒ HVAC Mechanical ☐ Fire/Smoke Alarm ☐ Security ☐ Energy Management
Delivery Model: ☐ Forge Digitized Maintenance	

HIGH LEVEL SCOPE OF CONTRACT: GSA SERVICE CONTRACT #47QSWA18D0057 – MECHANICAL HVAC

Scope	Annual Price
Core Service Contract Price	Year 1 – Sixty-Three Thousand Four Hundred Forty-Four Dollars and Forty-Two Cents (\$63,444.42)
	Year 2 – Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Five Cents (\$66,616.65)
	Year 3 – Sixty-Nine Thousand Nine Hundred Forty-Seven Dollars and Forty-Seven Cents (\$69,947.47)
	Year 4 – Seventy-Three Thousand Four Hundred Forty-Four Dollars and Eighty-Four Cents (\$73,444.84)
	Year 5 – Seventy-Seven Thousand One Hundred Seventeen Dollars and Ten Cents (\$77,117.10)
Payment Terms	Monthly in advance

Assuming 5% GSA Awarded Escalation. Multiyear escalations are dependent upon awarded yearly GSA Labor Rate increases.

Price Schedule

Customer will pay Honeywell the following prices (collectively, the "Price") for the Services contemplated by this Agreement, which prices Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each anniversary of the Effective Date by written notice to Customer.

Contract Term: Five Years (5) years from the Effective Date. Customer Honeywell MG
(INITIALS)

Contract Effective Date: July 1, 2024

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBA: (signature) 
Name: MICHELE GONZALES
Title: SR ACCOUNT MANAGER
Date: 5/01/2024

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an agreement in accordance with Article 13 below and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by:
HONEYWELL INTERNATIONAL INC., through **Town of Yucca Valley**
its Honeywell Building Automation – Services
business unit

Signature: **By:** 
Name: Shannon Summers
Title: SBI
Date: 5/5/2024

Signature: **By:** 
Name: CURTIS YAKIMOW
Title: TOWN MANAGER
Date: 6/18/2024

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer, which Honeywell deems proprietary or confidential. The Customer shall incur no obligations hereunder with respect to information which: (a) was rightfully in the Customer's possession or was known to the Customer prior to its receipt from Honeywell, in each case without a duty of confidentiality; (b) is independently developed by the Customer without the utilization of information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; or (d) is or becomes rightfully available to the Customer from a source other than Honeywell without a duty of confidentiality.

3.2 Customer agrees that Honeywell may use nonproprietary information of Customer pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

All insurance required in this Section 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective product within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, Affiliates (as defined below) and agents from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of any system or any equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to any hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that (a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, (b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and (c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: (a) obtain for Customer the right to continue using such equipment; (b) replace, correct or modify it so that it is not infringing; or if neither (a) nor (b) is reasonable, in Honeywell's sole judgment, then (c) remove such equipment and grant Customer a credit therefor, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY HONEYWELL RELATING TO THIS AGREEMENT.

11. SOFTWARE LICENSE

All software made available in connection with this Agreement ("Software") shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell's standard software license agreement or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the "Software License Agreement").

Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions of this Agreement, including these General Terms and Conditions, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire agreement between Customer and Honeywell relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements between the parties related to such subject matter.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent purchase order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed, without regard to conflicts of law principles.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its Affiliates and are their confidential information. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Users (as defined below) (if applicable) or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Customer will, at its cost and expense, defend, indemnify and hold harmless Honeywell and its Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including, without limitation, attorneys' fees), arising out of claims by third parties related to such indemnitees' possession, processing or use of Input Data in accordance with the Agreement or Customer's or its Users' infringement, misappropriation or violation of Honeywell's or its Affiliates' or a third party's IPR (as defined below) (except if caused by Customer's authorized use of the SaaS (as defined below)) (if applicable)). Honeywell does not archive Input Data for Customer's future use. This Section survives termination or expiration of this Agreement.

14.7 Remote Services - Customer agrees that Honeywell may enhance system operations or provide some or all of the Services remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "Systems") to enable such connection, enhancement and/or remote Services. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Services all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 14.6, to the extent such consent is required.

15. COVERAGE

15.1 Customer agrees to provide Honeywell access to all Covered Equipment. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Covered Equipment included in the attached List of Covered Equipment (if any and only to the extent expressly provided in the attached Work Scope Documents). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge.

15.4 Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Customer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Customer will pay or cause to be paid to Honeywell the full price for the Services as specified above in this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

17.1 Subject to the next sentence, Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. CERTAIN DEFINITIONS

18.1 **"Hazardous substance"** includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 **"Mold"** means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 **"Covered Equipment"** means the equipment covered by the Services to be performed by Honeywell under this Agreement and is limited to the equipment expressly listed in each List of Covered Equipment contained in the attached Work Scope Documents.

18.4 **"Services"** means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as expressly provided in the attached Work Scope Document(s), which are incorporated herein.

19. SOFTWARE-AS-A-SERVICE TERMS

19.1 General. To the extent the Services made available or provided to Customer under this Agreement include any software applications, online portals or dashboards or other software-as-a-service items or services, including, without limitation, Honeywell Forge, Honeywell Connected Life Safety Services or the Honeywell Vector Occupant Application (each, a **"Honeywell App"**), the terms and conditions applicable to use of each Honeywell App are set forth in this Section 19. A Honeywell App may enable the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time. In the event of a conflict between this Section 19 and any other provision of this Agreement or other document or instrument, this Section 19 shall prevail.

19.2 HSSTs. “HSSTs” means these Software-as-a Service Terms set forth in this Section 19 (the “HSSTs”). Each of the Honeywell Apps is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the “SaaS”) and the HSSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.

19.3 Parties. “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. and/or Affiliate(s) who execute or assent to this Agreement and/or any related documents or instruments. “You” or “your” means collectively Customer and any other entities executing or assenting to this Agreement and/or any related documents or instruments. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

19.4 Use Rights. Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use, we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “Use Rights”). You, your employees and any party accessing the SaaS on your behalf (“Users”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.

19.5 Acceptable Use. The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are violating or may violate the Agreement.

19.6 Support. We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

19.7 IP. All right, title, and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“IPR”) in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title, and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.

19.8 Security. We will use commercially reasonable administrative, physical, and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

19.9 Privacy. Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as “personal data” or equivalent terms (“Personal Data”) may be processed in relation to the Agreement, including: (i) data subjects - employees of you and your customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or equipment usage data. If the applicable laws of a jurisdiction recognize the roles of “controller” and “processor” as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the SaaS and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We have no liability arising from processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify, and hold harmless us and our Affiliates, sub-contractors and licensors

from and against all losses, awards and damages (including attorneys' fees), arising out of claims by third parties related to our possession, processing or use of Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this section (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area ("EEA") in a way that is not in compliance with your or users' documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and notify intended addition or replacement and you have 5 business days to object. If you object, we may terminate without penalty on written notice. We shall ensure personnel processing Personal Data of data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) you authorize us and our Affiliates to act as agent for the limited purpose of binding you as principal, in the capacity of "data exporter", to a Honeywell inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCC"); and (z) the parties agree that the SCCs (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or more recent website) shall be deemed to have been signed by you or your Affiliates, in the capacity of "data exporter", and by us or our Affiliates, in the capacity of "data importer".

19.10 Warranty, Disclaimer. THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

19.11 Limitation. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

19.12 Miscellaneous. Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HSSTs take precedence over any other terms in the Agreement to the extent related to the SaaS. Sections 19.7 to 19.12 and those portions of the HSSTs that by their nature should survive, survive termination or expiration of the Agreement.

Comprehensive – HVAC Mechanical Work Scope Document

1.1 Scope - Honeywell will maintain the mechanical systems, components, and hardware listed below, to the extent expressly provided in this Work Scope Document. As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered Equipment (the “Covered Equipment”):

Town Hall Complex

Quantity	Description	Model Number	Location
1	Rheem RTU 5 Tons	RJNL-A060CM	Rooftop
1	Rheem RTU 5 Tons	RRNL-C060CK	Rooftop
1	Carrier RTU BTU 4 Tons	585HP048080	Rooftop
1	McQuay Condenser 40 Tons	RCS045DYY	Ground Mount - Library
2	Reznor	X250S2Y	Ground Mount - Library
1	Air fan AHU	KE3218	Ground Mount – Town Hall
1	McQuay Condenser 60 Tons	AHP060CD	Ground Mount- Town Hall
1	Air fan AHU (8 Zones)	KE3-317	Ground Mount- Town Hall
3	Reznor	XR250S2Y	Ground Mount- Town Hall
4	5 Ton Gas Electric Units	2109DW23	Ground Mount- Museum

Senior Center

Quantity	Description	Model Number	Location
1	Lennox RTU 15 Tons	GCS11185376A	Senior Center - Rooftop/Split
2	Landmark IV 3Tons	HS 14-413V-IQ	Senior Center - Ground
2	Heater/ Furnace	CS-620	Senior Center - Ground

Public Works

Quantity	Description	Model Number	Location
1	Lennox RTU 4 Tons	GCS16-513	Public Works - Rooftop/Split Building A
1	Lennox RTU 4 Tons	GCS16-414	Public Works - Rooftop/Split Building A
1	Lennox RTU 4 Tons	GCS16-414	Public Works - Rooftop/Split Building A
1	Lennox RTU 3 Tons	GCS20-048-120	Public Works
1	Lennox RTU 2.5 Tons	GCS20-036-90	Public Works

Paradise Park

Quantity	Description	Model Number	Location
1	Rheem RTU	RGPS-07NAMGR	Paradise Park - Ground Mounted/ Split
1	Furnace		Paradise Park

Jacobs Park

Quantity	Description	Model Number	Location
1	Rheem 3 Ton	RRPL-B036JK06X	Jacobs Park - Rooftop/ Split

Animal Control Center

Quantity	Description	Model Number	Location
1	Panasonic Condenser 6 Ton	U-72ME1U9	Animal Control Center
6	Cassette Fan coils 1 Ton	S-12MY1U6	Animal Control Center
2	Carrier Split System 3 Ton	25HBC360 OA500	Animal Control Center
1	Panasonic Split System 1 Ton	CU-S12NKUA	Animal Control Center
1	Carrier Split System 3 Ton	25HBC 360 A500	Animal Control Center- Building B
1	Panasonic Condenser	U-72MEU9	Animal Control Center- Building B
2	Cassette Fan Coils 1 Ton	S-18MK1U6	Animal Control Center- Building B
1	Carrier Split System 3 Ton	25HBC360 AOA5	Animal Control Center - Building C
4	Carrier Unit 5 Ton	FV4CNB006	Animal Control Center

California Welcome Center

Quantity	Description	Model Number	Location
2	Carrier Split System 7.5 Ton	38ARZ008	California Welcome Center - Ground Mount
2	Carrier Split System 7.5 Ton	38AK-008	California Welcome Center -Ground Mount
1	Carrier Split System 10 Ton	38AK-012	California Welcome Center - Ground Mount
1	Carrier Split System 10 Ton		California Welcome Center -Ground Mount
3	Duct Furnace		California Welcome Center

Yucca Valley Library

Quantity	Description	Model Number	Location
1	Fan Coil	FC-1	Yucca Valley Library
1	Fan Coil	FC-2	
1	Fan Coil	FC-3	
1	Fan Coil	FC-4	Yucca Valley Library
1	Fan Coil	FC-5A-1	Yucca Valley Library
1	Fan Coil	FC-5A-2	Yucca Valley Library
1	Fan Coil	FC-5B-1	Yucca Valley Library
1	Fan Coil	FC-5B-2	Yucca Valley Library
1	Fan Coil	FC-6	Yucca Valley Library
1	Fan Coil	FC-7	Yucca Valley Library
1	Fan Coil	FC-8	Yucca Valley Library
1	Condensing Unit	CU-1	Yucca Valley Library
1	Condensing Unit	CU-2	Yucca Valley Library
1	Energy Recovery Ventilator	ERV-1	Yucca Valley Library

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by Honeywell and detail the tasks to be performed and any special tools or instrumentation required for the tasks, as determined by Honeywell in its sole discretion. Maintenance intervals will be determined by either equipment run time, or a frequency determined from consideration of equipment operation, application, location, or criticality of end use, in Honeywell's sole discretion. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to Customer.

1.3 Component Replacements - Honeywell will use commercially reasonable efforts to maintain Customer's presently installed system within the functional limitations of presently installed hardware, firmware, and software found on Customer's system(s) that are on the List of Covered Equipment. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes, or system performance.

Honeywell will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed for reasons other than negligence by Customer or its representatives or agents or events, conditions or circumstances that constitute "force majeure" events under the Agreement. Replaced components will be new or reconditioned components of compatible design. In Honeywell's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property Honeywell. Automatic valve and damper maintenance and repair are included in this Agreement, to the extent expressly provided above, but the labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection or thereafter, if any individual component cannot, in the opinion of Honeywell in its sole discretion, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear, tear or deterioration or other reasons, Honeywell may remove said component from the List of Covered Equipment, with thirty (30) days written notice. Such removed components will be eliminated from coverage under this Agreement. Honeywell shall have no further obligations relating to any such components and Honeywell shall adjust the Price accordingly.

1.4 Emergency Service - Should an emergency with respect to Covered Equipment arise as reported by Customer to applicable Honeywell personnel, Honeywell personnel will assess the situation either by phone or remote diagnostics, or both, and will attempt to determine the required course of action with Customer. If it is determined that a site visit is required, Honeywell personnel will arrive at Customer site within four (4) hours and attempt to address the emergency. To the extent the emergency service call requires Honeywell to provide services for equipment that is not Covered Equipment, or such services otherwise constitute services not expressly required to be provided under this Work Scope Document, Customer will be liable for Honeywell's then-prevailing standard prices for such services on a time and material basis.

Emergency Service will be provided during the following periods as long as Customer is paying Honeywell for the Services contemplated by this Work Scope Document

- ☒ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included.
- ☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided under this Agreement will be performed by Honeywell on an annual basis at Customer's request. Honeywell and Customer will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify potential opportunities to further improve performance of the Covered Equipment.

1.6 Honeywell Service Portal - Honeywell will provide Customer access to an Internet-based application that will allow the Customer to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and this includes only service performed per this Agreement). Functionality enhancements or deletions are at the discretion of Honeywell.

Air Filter- Add on Services

1.1 Scope - Honeywell will furnish and install air filters in the Covered Air Filter Equipment, in a manner and using such air filters as determined by Honeywell in its sole discretion. Media for the Covered Air Filter Equipment will be replaced according to the following schedule:

List of Covered Air Filter Equipment (“Covered Air Filter Equipment”):

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
For Equipment covered in Mechanical List	As Required	Various	Pleated Extended Surface	4

1.2 Coverage - If this Agreement is terminated, Honeywell will remove any Honeywell-supplied frames from the facility or offer Customer the opportunity to purchase them at the current market value. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes, or system performance.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the Covered Air Filter Equipment as determined by Honeywell in its sole discretion, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

**MASTER AGREEMENT #080824****CATEGORY: HVAC Systems with Related Products and Services****SUPPLIER: Honeywell International Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Honeywell International Inc., 855 S. Mint St., Charlotte, NC 28202 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number.

- 7) **Confidentiality.** Supplier acknowledges that Participating Entities must comply with certain laws governing the classification of government data; and that Sourcewell must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). When providing data to Sourcewell in connection with satisfying their obligations under the terms and conditions of this Agreement, or when working directly with a Participating Entity on a project, there may be times that Supplier wishes to protect certain data. If Supplier wishes to protect certain data, prior to sending that data to the public entity, Supplier must first seek guidance from the receiving party regarding steps required to ensure protection of that data.
- 8) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 9) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 10) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 11) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 12) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 13) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 14) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 15) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 16) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 17) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 18) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILITY OF SUPPLIER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE SUM OF THE APPLICABLE LIABILITY LIMITS OF SUPPLIER'S COMMERCIAL GENERAL LIABILITY POLICY AS SET FORTH IN SECTION 23 HEREIN

- 19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a limited, revocable, royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell in the event Sourcewell receives Supplier's prior written consent to use Supplier's trademarks. Sourcewell shall not use Supplier's logo in any publicity or advertising or in any manner whatsoever without the prior written consent of Supplier, which consent may be granted or withheld in Supplier's sole discretion.

- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$5,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

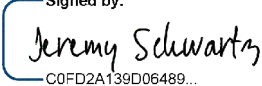
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Supplier's proposal and Included Solutions within transaction documents.

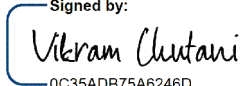
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity and Supplier.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

080824-HNY

Sourcewell

Honeywell International Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/6/2025 | 9:33 PM CST
Date: _____

Signed by:

0C35ADB75A6246D...
By: _____
Paul Zwickey
Title: Sr. Sales Manager
1/6/2025 | 4:14 PM CST
Date: _____

RFP 080824 - HVAC Systems with Related Products and Services

Vendor Details

Company Name: Honeywell

Does your company conduct business under any other name? If yes, please state: CA

Address: 22 CENTERPOINT DR
STE 100
LA PALMA, Ca 90623

Contact: Michele Gonzales

Email: Michele.Gonzales@Honeywell.com

Phone: 714-614-7469

Fax: 714-614-7469

HST#: 22-2640650

Submission Details

Created On: Thursday August 01, 2024 13:35:32

Submitted On: Thursday August 01, 2024 15:00:17

Submitted By: Michele Gonzales

Email: Michele.Gonzales@Honeywell.com

Transaction #: b8f2cd49-9137-48da-b384-fae6433da0c5

Submitter's IP Address: 155.190.3.5

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Honeywell International Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	* Yes. Our council contact information is below: Kayli Keough General Counsel, Government Contracts Compliance Mobile: 813-460-0284 Email: kayli.keough@honeywell.com Nick Going Principle Attorney Mobile: (678) 725-7027 Email: nicholas.going@honeywell.com Notwithstanding any other provision of this proposal package, proposal forms, or the bid documents, Honeywell respectfully submits this proposal subject to a reservation of its right to negotiate mutually acceptable terms and conditions	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Tridium Inc, acquired November 30, 2005 Phoenix Controls	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 40931 UEI Number: E21VP9DNS4N8	*
5	Provide your NAICS code applicable to Solutions proposed.	541330	
6	Proposer Physical Address:	815 S Mint St. Charlotte, NC 28202	*
7	Proposer website address (or addresses):	www.honeywell.com	*
8	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):	Paul Zwickey, Sr Sales Manager 15001 NE 36th Street, B14 Redmond, WA 98052 +1 916-628-1760 paul.zwickey@honeywell.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Zwickey, Sr Sales Manager 15001 NE 36th Street, B14 Redmond, WA 98052 +1 916-628-1760 paul.zwickey@honeywell.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Renee Tillmond Sr Estimator 15001 NE 36th Street, B14 Redmond, WA 98052 +1 425-533-4660 renee.tillmond@honeywell.com	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Honeywell International Inc (Honeywell) is a Fortune 100 software-industrial company that delivers industry-specific solutions including control technologies for buildings, homes, and industry; performance materials globally; and aerospace and automotive products and services. Our technologies help everything from buildings, aircraft, cars, homes, manufacturing plants, supply chains, and workers become more connected to make our world smarter, safer, and more sustainable. Our company has a 135-year legacy of innovation specializing in developing, designing, building, owning, and financing comprehensive infrastructure projects for state and local government, higher education, industrial, federal, and commercial customers across the globe. We are a \$36.7 billion diversified technology leader headquartered in Charlotte, NC, and incorporated in the State of Delaware. Honeywell operates worldwide from 990 locations in over 100 countries, including more than 121 locations nationwide.
12	What are your company's expectations in the event of an award?	Honeywell has a defined, proven process to analyze project measures and implement them. The process clearly defines the project workflow from partner selection and throughout the savings guarantee period. That process has evolved over 35+ years — delivering energy projects, with many lessons learned and integrated over time. Still, the process framework is not rigid and can be customized to specific needs. STEP 1 – PARTNER SELECTION Our program is initiated when your team selects Honeywell as the project partner. STEP 2 – SOLUTION DEVELOPMENT Once selected, we will meet with your team to review the overall project vision and go over the project development process. During that meeting, we will formalize the team structure, roles and responsibilities, meeting frequency, project goals, and decision schedule. We will also discuss site access, policies and procedures, health and safety requirements as well as the support and assistance Honeywell would need from your team. Audit The ASHRAE level III audit is a key component of solution development. The physical audit will include the building mechanical, electrical, lighting systems and controls, structure and envelope, as well as any other equipment that impacts energy use and operational expense. Building operators and occupants will also be interviewed, and occupancy schedules and operating data verified using data-loggers. We will also examine utility bills, building schematics, blueprints, and site-specific energy usage. Measure Development The measure review process is a collaborative and transparent exercise that includes the Technical Team and Steering Committee. The focal point of the reviews is Honeywell's project builder tool. The project builder tool is a detailed Microsoft® Excel worksheet that includes equipment quotes, calculations, costs, savings, grants/incentives, payback scenarios, cash flows, and financing structures. It is a living document that allows your team to actively participate in the measure review process in real-time. With the project builder tool, you can evaluate a different mix of measures with a few keystrokes. Following the audit, the engineering team will analyze the data collected using industry standard guidelines and assessment tools to determine building energy usage and identify potential measures. The outcome of this analysis is a master list of project measures, which will be further refined during Honeywell's 30%, 60%, 90% Review Process shown below. Engineering Report Once the project scope is finalized, the measure details are documented with other relevant information, and Honeywell will deliver an Energy and Facility Renewal Report (Phase 1 Report). The report and supporting contract are then presented to your team for final approval. Once the Phase 1 Report is approved and the contract is signed, the project implementation phase (Phase 2) will begin. OTHER ACTIVITIES DURING SOLUTION DEVELOPMENT

Other activities are in progress in parallel with scope development. These include:

Deferred Maintenance and Lifecycle Analysis – During the solution development process, the Honeywell engineering team will work with the customer to assess deferred maintenance items to include in the project. This exercise involves ranking and prioritizing facility needs based on operational cost, energy, comfort, and safety. The engineering team can also provide a detailed lifecycle analysis if requested.

Financing Plan – An initial financing discussion during scope development will provide direction on the financing needs. The Honeywell Global Finance (HGF) team will be available to help explore financing options. HGF will work closely with the Honeywell project team to understand the unique nuances of each project and help structure a project-specific financing solution.

Grant and Incentive Support – Throughout the solution development process, our dedicated grant/incentive specialist will explore funding opportunities available to the customer.

Measurement & Verification Plan – An assigned M&V Specialist will work with the project team to define the project baseline and recommend a Measurement & Verification (M&V) protocol to track the project energy savings.

Communication & Awareness Plan – Lori Hunter, Honeywell Communication & Awareness (C&A) Program Manager will meet with the customer's Environment & Sustainability Committee to discuss C&A requirements and develop a custom C&A plan.

STEP 3 – SOLUTION IMPLEMENTATION

The foundation of the solution implementation phase is Honeywell's project management process. Our team uses the Project Management Institute (PMI) model for all Honeywell projects. PMI is recognized worldwide as the industry standard for excellence in project management methodology.

Equipment Selection and Procurement

Honeywell is vendor-neutral when sourcing systems and equipment for our projects. Our team has installed building systems/equipment from every major manufacturer. Our equipment selections are based on experience, industry knowledge, and client preference.

Measure Installation

The construction phase of a project requires careful planning and coordination with facility staff to minimize disruption to normal building activities and accommodate scheduled maintenance. The focal point of this project phase will be a project manager assigned upon selection. That person will manage key project areas including:

- Ensuring subcontractors and suppliers are approved by the customer
- Refining the construction plan using Microsoft Project
- Issuing tenders/subcontracts
- Securing required permits and approvals
- Scheduling owner and subcontractor meetings
- Managing construction activities and field staff
- Overseeing health and safety, quality control
- Commissioning and training

The project manager will be supported by a project site coordinator. The site coordinator is a senior professional with an engineering background and will be the field-level interface to interact with your staff. As the 'eyes and ears' of the project manager, the site coordinator will provide daily feedback on the project status and any emerging issues. He will also supervise the field team during their day-to-day work activities to ensure that the project team (including any subcontractors) provides quality workmanship in addition to modeling Honeywell behaviors while complying with your internal policies and health and safety procedures.

Commissioning & Training

The commissioning process begins in the design phase, when design and operating intent are documented, and continues throughout the construction, acceptance, warranty period, and actual verification of measure performance. Project commissioning requirements can vary depending on the measure installed. For instance, a simple lighting retrofit needs minimal commissioning, while a complex HVAC measure requires a sophisticated commissioning plan.

Honeywell offers a variety of training programs, workshops, and "lunch n' learn" sessions for facilities staff. The curriculum includes energy management, temperature controls, mechanical and refrigeration systems, automatic meter reading systems, as well as Honeywell and third-party building control systems.

		STEP 4 – GUARANTEE PERIOD Measurement and Verification Once the project implementation (construction phase) is complete, the guarantee period begins. The foundation of the guarantee period is the M&V (Measurement and Verification) plan developed and verified by a dedicated M&V specialist. That person is responsible for the ongoing monitoring, measurement, and verification of the project savings — using industry-recognized tools and repeatable methodology. Throughout the guarantee period, they prepare and submit an annual Energy and Operational Savings Report to their assigned customers. Maintenance Services Honeywell offers maintenance services to our clients as a complement to our program. While some Energy Services Companies (ESCOs) focus exclusively on engineering and project management services, we address all phases of the project lifecycle. Honeywell maintenance services are optional; however, your staff is required to maintain new equipment, as specified by the equipment manufacturer.	
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Honeywell's strong financial position and more than 40 years of experience with energy guarantees ensures that our customers achieve the guaranteed savings and the results they expect. Honeywell International Inc. offers a first-party guarantee, not a "savings assurance" guarantee held by a third party. A Fortune 100 company, Honeywell has been in service for 135 years and is a publicly traded corporation on The New York Stock Exchange (NYSE: HON). With the award of our very first Energy Services Contract in 1979, Honeywell pioneered and revolutionized the performance contracting business, coining the concept of "guaranteed savings" under a U.S. Department of Energy grant in 1984. Upon Honeywell's entry into the energy market, many companies have followed, but few can rival the strength of the Honeywell brand or our 'iron-clad' 100% energy savings guarantee. WE (Honeywell International) take the risk for your project and will do what's necessary to ensure your project's success. Our ability to implement ESPCs globally is backed by our financial strength and ability to support several other industries including aerospace, building automation, energy & sustainability solutions, and industrial automation. Honeywell International was able to meet or exceed our commitments to the market in 2023, despite the challenging operating environment. Our full-year sales increased 3%, or 4% on an organic basis, while segment profit grew 8%, with segment margin expansion of 100 basis points. Our adjusted earnings per share totaled \$9.16, and we exited the year with our backlog at a record \$31.8 billion, 8% higher than the year prior. Honeywell is rated "A" by Standard and Poor's and "A2" by Moody's, classified by Wall Street analysts as "investment grade" Honeywell's ratings have been at these levels for many years Honeywell remains well capitalized and has the financial strength to stand behind its project work and guarantees Our shares are traded on the New York Stock Exchange under the symbol HON, as well as on the London, Chicago and Pacific Stock Exchanges Honeywell is also a component of the Dow Jones. Honeywell's Dun and Bradstreet rating of 5A2 (#13-969-1877) is one of the highest ratings available and indicates both the capacity and the willingness to pay our bills on time. We attached a copy of our audited financial statements over the last three years. Our complete annual report can be found at https://honeywell.gcs-web.com/financial-information/annual-reports.	*
14	What is your US market share for the solutions that you are proposing?	25%	*
15	What is your Canadian market share for the solutions that you are proposing?	25%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Honeywell International Inc. has not had any bankruptcies or reorganizations within the past five (5) years.	*

17	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?	Building Automation is a part of Honeywell , a global business with more than 44,000 employees worldwide BA has a direct sales force that engages customers through the US and Canada, leveraging our vast distribution and service capabilities, with 110 service/installation branches throughout the US and Canada BA is a leader in the Internet of Things (IoT) and manufactures products, software and technologies found in more than 150 million homes and 10 million buildings worldwide We help customers stay connected and in control of their comfort, security and energy use Commercial building owners and occupants use our technologies to ensure their facilities are safe, energy efficient, sustainable and productive Our advanced metering hardware and software solutions help electricity, gas and water providers supply customers and communities more efficiently	*
18	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.	ISO Certifications ISO 9001 sets out the criteria for a quality management system This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement Using SO 9001 helps ensure that customers get consistent, high-quality products and services, which in turn brings many business benefits LEED Certifications LEED certification (Leadership in Energy and Environmental Design) proves that a company has gone above and beyond the required standards in energy efficiency and environmental-conscious design and construction elements IEC Certifications Millions of devices that contain electronics, and use or produce electricity, rely on IEC International Standards and Conformity Assessment Systems to perform, fit and work safely together This helps keep products safe and reliable BOSEC Certifications BOSEC is the quality benchmark for fire protection Certification standards include construction, operation and organization These standards ensure that products help keep building occupants safe Avetta Certification Avetta is a contractor prequalification that focuses on improving safety The company connects organizations with qualified contractors, suppliers and vendors As such, Avetta is a contractor management system used by hiring clients to pre-qualify companies to work for them OSHA The Occupational Safety and Health Administration is a large regulatory agency of the United States Department of Labor that originally had federal visitorial powers to inspect and examine workplaces.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Honeywell does not have any current or past debarments or suspensions within the past seven years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years	• Net Zero Leader, Forbes, 2023 • Top 100 Global Leaders in Sustainable Innovation, Lexis Nexis, 2023 • Equality 100 Award Recipient for Leader in LGBTQ+ Workplace Inclusion, Human Rights Campaign Foundation, 2023-2024 • Top 50 Innovative Companies, Boston Consulting Group, 2023 • Best Place to Work for Disability Inclusion, Disability Equity Index, 2023 • World's Most Admired Companies, Fortune, 2022 • Top 100 Global Innovator, Clarivate, 2022 • World's Most Ethical Companies, Ethisphere, 2020, 2022 • Best Companies to Work For – For Diversity and Millennials, Women's Choice Awards, 2022 • Top 100 Women in Technology CDTO-Sheila Jordan, Technology Magazine, 2021 • World's Most Innovative Companies, Fast Company, 2021 • Cybersecurity Excellence Awards GOLD, Cybersecurity Insiders, 2020 • Global Industrial Enterprise Performance Management Technology Innovation Leadership Award, Frost & Sullivan, 2020 • Best for Vets Employer, Military Times, 2019 • Great immigrants Recipient – CEO Darius Adamczyk, Carnegie, 2019 • World's Most Reputable Companies for Corporate Responsibility, Forbes, 2019 • Fortress Cyber Security Awards – Hardware & Infrastructure, Fortress Cyber Security, 2019 • Minority Engineer Magazine 2019 Corporate Visionary Award • Global GC 20, Anne T Madden Financial Times 2019 • General Council Global 100 influencer USA, Anne T Madden Chambers 2019	*
21	What percentage of your sales are to the governmental sector in the past three years	2023: 2.248% 2022: 2.987% 2021: 2.620%	*
22	What percentage of your sales are to the education sector in the past three years	2023: 3.176% 2022: 3.804% 2021: 6.063%	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TIPS: \$4,212,810.37 (2021); \$1,443,627.00 (2022); and \$2,692,125.94 (2023). KCDA: \$1,460,172.29 (2021); 2022 \$5,771,916.64 (2022); \$2,066,960.07 (2023) CES: \$12,847,189.65(2021); \$ 23,099,134.57 (2022); \$25,552,529.71 (2023) Sourcewell: \$400,000 (2022 and 2023)	*
24	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?	• 47QSWA18D0057 - ~\$27M • GS-21F-0134W - \$6M	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Las Vegas, NV (UNLV)	Don Johnson	702-895-2326	*
Richmond City Schools	Jeanette Endicott	804-780-6159	*
Texas Health and Human Services	Hadassah Gomez	512- 406-2466	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
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26	Sales force.	Honeywell International has over 95,000 employees worldwide, our division Honeywell Building Technologies has 44,000 employees the majority residing in the US and Canada Honeywell organizes and staffs your team to effectively and efficiently implement projects and sustain continuous performance for your project The General Manager and the site Project Manager lead by delegating responsibilities by functional element Honeywell's seasoned team of professionals holds numerous professional designations including: Professional Engineers, Leadership in Energy and Environmental Design (LEED) certifications, Certified Building Commissioning Professionals, and Certified Project Managers Honeywell leadership and functional structure ensure the ongoing success and support of our professionals This approach provides the ability to quickly increase the size of the organization to take on larger amounts of work. The structure also supports contingency planning by having multiple employees trained in critical positions and our proven management processes that incorporate centralized document repositories for all projects All organizational elements are assigned and responsible for specific functions, providing our customers with clearly defined lines of authority and communication Quick resolution of issues is ensured by providing Sourcewell contract managers access to Honeywell leadership and clear channels to key project personnel for onsite customers. Element and Responsibility Assignments for all phases of the program are identified during project development to ensure key personnel are assigned and held accountable.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Honeywell aligns itself with leading business innovators, speeding the creation of unique market solutions, while decreasing customer risk, creating operational efficiencies, and achieving maximum return on investment The result is a tightly integrated solution of complementary services and technology that provide accurate, real-time information Honeywell Productivity Products has Authorized Distributors serving the U S and Canada markets who provide a high level of support and Value Added Services for our products into our Partner community We put a high value in the close working relationship between Honeywell, our Authorized Distributors and Partners which has been the bedrock of our combined success in the past and will continue to be so going forward.	*

28	Service force.	General Manager: Allocates resources to ensure productivity Supports, coordinates, directs, and manages all aspects of program Responsible for operations of entire energy team. Supply Mgmt Leader: Responsible for negotiating supplier agreements to provide optimum pricing and warranty for our customers. Quality Control/Quality Assurance Leader: Developing QC/QA plan; identifies critical tests and inspections required to meet the specifications and design intent; actively participates in Commissioning. Contract Manager: Responsible for contract negotiations and all communications regarding project T&Cs. Solution Development Leader (Design): Responsible for allocating and coordinating PCEs and Design Engineers during development and construction phases Leads all design and engineering efforts Project Management Leader (Construction Management and Commissioning Training): Responsible for permits, construction management, commissioning, training, rebates, job financials, and project closeout. Safety Leader: Responsible to work with the project manager to formulate and implement the site-specific safety plan. O&M Service Leader (Repair): Responsible for coordinating, scheduling, and quality control of equipment maintenance Manages Service Technicians to ensure 100% customer satisfaction. Customer Satisfaction Leader: Responsible for establishing and maintaining customer contact during the project implementation and performance phase to mitigate customer concerns. Service Leader: Manage team of Service Specialists, resource allocation to projects, and verify plans are developed to meet customer requirements. Business Development Leader: Responsible for the development of a comprehensive project. Project Manager: Complete on-site project authority; allocates resources, resolves conflicts, develops budgets, initiate corrective actions; develops and administers all subcontracts. Program Manager: Primary liaison with the customer and contracting and senior facility personnel during the project development phase. Engineer (Engineering Analysis, Facility Auditing): Responsible for Facility audits, TC design, Engineering Analysis, Cost Analysis, and construction installation support. Preventive Maintenance and Compliance Leader: Works with the customer throughout the performance period to ensure that all preventative maintenance is completed as required in the contract. Commissioning Analyst: Responsible for the commissioning of installed equipment; equipment spec verification (installed with manufacturers recommendations & operates as intended). Service Specialist: Responsible for all verification of performance; including tracking, reporting, and reconciliation. Construction Manager: Responsible for managing project development and construction, detailed energy audits, cost estimating, preparation of construction documents, construction implementation, ensures adherence to established quality and safety requirements. Estimating Manager: Provides support for the Project Manager in estimating the project cost, evaluating the costs of alternatives and scope changes that may occur. Service Branch General Manager: Responsible for all O&M service work performed by the branch. Service Technician: Responsible for performing all scheduled on-site O&M service work, ensuring equipment operations; responds to emergency calls. Global Service Response Center: Provides: 24/7 technician dispatch services, critical system monitoring, and live problem troubleshooting.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The award will be direct to customer. No distributors or dealers are involved. The local Honeywell account manager assigned to the state, region, or territory will be responsible for providing the customer a quote based on the approved Sourcewell participant list.	*
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.	Overview - Corporate Project Management Approach Honeywell's proven approach to project management works in partnership with its customers to meet facility mission critical requirements by efficiently providing successful on time delivery of their projects. Honeywell's talented personnel use proven processes creating a successful project management approach ensuring effective and sustainable projects. • Demonstrated successful Project Management approach on large scale projects • Dedicated Functional Experts to ensure project success • 1300 Honeywell facilities worldwide providing project management and O&M service staging for projects. Project Management System Honeywell's project management system clearly defines the processes, procedures, and roles necessary to provide our customers with successful projects. Honeywell project managers use this system on all our projects worldwide. Honeywell has implemented process improvements to our management system over the previous years of project performance. Many of Honeywell's customers reinforce the effectiveness of this approach through repeat business with the Honeywell team using various financing and contracting vehicles. Honeywell's proven management system starts in the preliminary assessment phase of the project and continues through the detailed design, contract award, construction, and ongoing operations and maintenance. Members of your Building Solutions Team execute each of these phases, using standard processes and procedures, ensuring Honeywell delivers a quality project safely and on time. Team members are all Six Sigma trained and are required to maintain training and development plans as part of their employment requirements, ensuring the most qualified team in the industry. Management Organization Honeywell's Management Organization clearly defines the roles necessary to provide our customers with successful projects. This structure allows for standardized practices and techniques throughout the project management team while also serving as the backbone of our Building Solutions Team contingency plan for organizational element backup. Honeywell's in-house engineering staff enables Honeywell to complete preliminary design of innovative Technologies early in the project to define scope, achieve value engineering, and prevent cost overruns. Honeywell has implemented a delivery organization with project managers focused on successfully managing large scale projects. The Commissioning team is involved in the project from the Detailed Design phase through project commissioning and acceptance. This team of engineers ensures the proper development of the functional testing of all systems in the design phase and optimum performance after construction is complete. We have structured our management organization to support the project team in the field, raise contract performance, and reduce risk, providing the optimal energy efficiency and realization of sustained energy savings. Health, Safety, and Environmental We integrate health, safety, and environmental (HSE) considerations into all aspects of our business to protect our customers, employees, communities, and the environment. Our HSE management systems reflect our values and help us meet our business objectives. The HSE team at Honeywell is managed at the corporate level to ensure compliance with standards across individual projects as well as office locations. A Safety Team Lead is assigned to each project to help evaluate project safety risks and develop the Site- Specific Safety Plan (SSSP) in conjunction with the Project Manager and the customer. The SSSP is unique to every project and is used to help identify safety risks and develop strategies to mitigate that risk. Each SSSP requires involvement from the Safety Team Lead in every phase of project implementation, including accountability for subcontractor environmental health and safety. The SSSP is incorporated into the project Construction Plan. Supply Management (Procurement) Honeywell's Supply Management Team serves the project team by establishing supplier and subcontractor partnerships and managing the performance of these partners. To provide our customers with the highest overall value, Supply Management works with our strategic suppliers to obtain optimal pricing, warranty terms, and timely delivery of equipment. Similarly, the Supply Management Team develops subcontractor partnerships for the project team to consider for site-specific implementations. Supply Management's	

goal is to meet or exceed all small business requirements when establishing subcontracts and partnerships. Honeywell's Supply Management professionals minimize risk to the project team and customer by employing rigorous pre-qualification and performance management processes.

Honeywell's Customized Training Program and O&M

The Training Team, a dedicated team within Honeywell that is tasked solely with training customers and employees, formulates the site-specific training plan during the development process to identify costs, schedule, and task assignments. The customer and onsite project manager are involved in the development of the training to ensure all training needs are met. The majority of training is normally held on-site, but training might require an individual to attend an off-site course at one of the Honeywell training centers (for example, higher level Building Management System [BMS]). Honeywell develops manuals, videotapes on-site training, and provides access to Web-based sites to address potential changes in personnel through the term of the contract. All training costs are included and defined in the final agreement, but at the customer's request, additional specialized training can be budgeted over the agreement period and provided in several ways. These include an annual allocation of hours or costs, fixed training at specific intervals, or administrative assistance to staff directly.

Honeywell's O&M team is 100% focused on operating and maintaining all systems and equipment included in ESPC projects. We have over \$600M of O&M contracts in force with customers across the globe. During the design phase, the project team has the O&M team review drawings and equipment selections to verify operational requirements, integration of maintenance requirements into existing facilities and lifecycle cost analysis for equipment selections.

Our O&M team understands how to operate and maintain a diverse, technical site infrastructure and plays a key role in assuring design and equipment compatibility with operational constraints. For example, there are over 15 Honeywell employees on the GSA Federal Research Center at White Oak (located in Silver Springs, MD) performing functions that range from central utility plant operations (electricity generation, chilled and hot water) to maintaining building comfort and functionality. The O&M team is supported by a worldwide service organization with over 1,300 offices and 3,000 service technicians capable of locally supporting all aspects of ongoing project service, no matter how complex or minimal. The backbone of this organization is the Global Service Response Center, an ISO 9001:2000-certified facility that provides 24/7 dispatch services and critical system monitoring as well as live troubleshooting that can resolve situations without the need of dispatching a service technician. Through the combined use of our entire O&M portfolio, Honeywell has consistently met the O&M needs of our customers.

Quality Control and Quality Assurance (QC/QA)

The QC/QA team assists the PM in developing a unique QC/QA plan for each project. The plan is developed with the customer during the engineering phase of the project and identifies all critical tests and inspections required to meet the specifications and design intent. The QC/QA team is involved from design through construction and actively participates in the Commissioning process. The plan is developed using tools from Honeywell's Six Sigma methodology to ensure the highest level of quality is built into the plan.

Cost, Schedule, and Technical Performance

Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's team of Project Managers effectively control projects by implementing standardized tools and techniques to ensure project success.

- 100% of projects delivered within negotiated scope and price
- 100% Equipment and systems commissioning compliance
- O&M plans ensure equipment performance at start-up and ongoing

Key project metrics such as cost, schedule, and technical performance are estimated, measured, and reviewed using project management techniques proven on thousands of projects. These techniques help ensure that our projects are delivered to the customer on time, meet the quality standards set forth in the specifications, and are delivered within and with no cost changes to the negotiated scope and price.

Cost

Honeywell identifies costs throughout the development process using our estimating team in conjunction with our engineers, equipment suppliers, and subcontractors. The project's Final Fixed Price is developed through review of 30% engineered drawings, normalization of multiple equipment supplier and contractor bids, and standard estimating historical data. During design, the estimating team conducts constructability reviews at predetermined design intervals to ensure there are no budget overruns. During construction, overall project costs are updated monthly to ensure the final Estimate at Completion (EAC) falls within project budgets. If there is a potential impact to the cost at completion, EAC updates are made in the accounting system to reflect that change. These cost changes are not passed on to the customer unless

they are customer-directed scope of work changes.

Schedule

An accurate, up-to-date project schedule is crucial for managing construction efforts and delivering a project on schedule and budget. A preliminary schedule is developed during the Preliminary Assessment (PA) phase and then further refined for the Detailed Design Phase. After the project is awarded, the schedule is further refined with input from individual subcontractors and lead times from equipment suppliers. The PM on the project provides the schedule updates on a weekly basis so that progress can be tracked. The PM also provides weekly updates to the customer for review and comment in weekly construction meetings.

One method used for tracking progress is through earned value analysis. By comparing earned value to scheduled value, the PM can quickly address whether or not the project is on schedule. PMs update and review critical path tasks utilizing Critical Project Management (CPM) schedules in MS Project or Primavera. Critical paths change with schedule updates, which require PMs to reconfigure work plans to implement tasks that may have become critical and ensure that they are completed on time.

Technical Performance

Technical performance is determined during the PA phase of the project. Honeywell design engineers begin developing the project specifications, which are drawn from our master specifications. The site-specific design requirements are married into our master specification and become the guideline for design and construction for the project. Design engineers also review equipment selections to ensure compliance as well as determine QC/QA tests required throughout the construction phase.

Technical performance is tracked daily by the PM and Solution Development Leader (SDL). Together they inspect the work product to ensure compliance with design specifications. If any deviation from the specification is determined necessary, the SDL will document the issue in the field inspection report, inform the project team of the issue, and develop a plan to correct the non-compliant work impacting performance.

Verifying technical performance is the primary objective of the commissioning teams at project completion. The commissioning leader will oversee commissioning systems per the approved Commissioning Plan and perform pre-functional and functional tests to verify and optimize equipment and system performance. Factory start-up and training, per manufacturer's recommendations, guarantees all equipment warranties are in effect at project acceptance.

Prior to entering the performance phase, the local service branch develops and implements service schedules consisting of annual preventative, maintenance, and complex overhauls at pre-determined timeframes based on manufacturers recommendations to preserve equipment life, maintain efficiencies, and lower life-cycle costs.

Featured Best Practices

Benefit to our Customer In-House Estimating

- Best price based on Honeywell industry experience and multiple vendor bids.

Rigorous Schedule Management.

- Guarantees the project is delivered on time QC/QA Plan.
- Reduces risk of technical shortfalls by implementing the plan derived during project development.

O&M Plans

Commissioning verifies equipment operates; O&M ensures equipment performs per design and specification.

3 Price Tracking, Reporting, and Control

Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's sophisticated cost tracking tools minimize financial risk to the customer by keeping senior management up to speed on all project performance metrics.

- JSS software captures all project costs for 100% up-to-date job cost reporting and control.
- JSS software provides up-to-date project information 24/7 anywhere in the world.
- 100% visibility of project finances and key metrics by senior management.

Honeywell successfully delivers large, complex projects around the world, using methods and processes developed internally and adapted for all levels of management to quickly evaluate a project's performance at any time or location.

Price Tracking

The PM holds monthly cost meetings with the Project Management Leader (PML) to review current cost against Cost at Completion (CAC). During these meetings, all

		costs are reviewed against estimates to determine if the project will complete on budget. The PM also works with the Supply Management team throughout the project's life to ensure subcontractors and suppliers are meeting the prices established in their contracts. The PML reviews all projects with their Finance Leader and the Vice President of Operations on a quarterly basis at the JSS meeting. These reviews are prepared using the 4-Blocker from the Project Vision tool. This document gives senior management a snapshot of all cost indices for every project. The 4-Blocker report, using data from SAP, extracts all data from the Honeywell project accounting system and automatically sets the indicator lights to: - Green Project on track - Yellow - Some areas of concern - Red - immediate action required to address deficiency The underlying purpose of the JSS is to identify opportunities and risks within all active projects. The fundamental assumption is that, to support our more complex and large projects, all business stakeholders need to understand project issues and project performance. This process provides a forum to review the status of project metrics. The JSS report is the cornerstone of the process and provides the path to get information from the project manager to the business leadership teams. Project Reporting Monthly 4-Blocker Reports are submitted by the PM to the Project Management Leader (PML) covering detailed information on project status including but not limited to: job to date costs, work completed since last report, forecasted work activities for the next month, project risk analysis, outstanding project issues, and safety updates, including near-miss reports. In addition, Monthly Operations Reports (MOR) are prepared each month by the PM and the PML for review by the VP of Operations. Functional team leaders attend the MOR meeting to review safety performance, supply management performance (including status of purchase orders), subcontracts, and project financial performance against established cost budgets. The PML reviews all projects under their supervision in design and construction to discuss any related issues or resources they need from any of the functional team leads. Project Control Honeywell's philosophy is that the Project Manager controls all aspects of the project with oversight by the PML. All project issues are resolved at the lowest organizational level possible. This ensures the PM and team are empowered to make decisions to resolve day-to-day issues. When an issue cannot be resolved by the PM, it is elevated for review by the PML. Ninety-nine percent of the time, issues are resolved on the project level. Senior management involvement is limited to dealing with resource allocation, functional team support, or human resources issues. In these cases, management uses the chain of command and allows the PML to address the issue with the team to come to a resolution to keep a project on track. Honeywell employs extremely capable team members that are high performers and have the ability to deliver quality projects to the customer with minimal distractions and direction from senior management. Because Honeywell utilizes the 4-Blocker Report, Job Status Summary Reports, and the MOR, management can proactively track project status and engage the PML when necessary.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration. With more than 100 years of domain expertise in the industries we serve, we are here to help you adjust to whatever may happen next.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We want to turn your building into a highly profitable asset. By seamlessly integrating hardware, software, and analytics - all backed by skilled services, we are driving the digital transformation of buildings. We are creating building ecosystems that put the occupant at the center and fostering environments of efficiency, productivity, and collaboration. With more than 100 years of domain expertise in the industries we serve, we are here to help you adjust to whatever may happen next.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Honeywell is strategically located throughout the U.S. and Canada which allows us to cover all areas with service and installations.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have access to our Sourcewell-awarded agreement as long as they're a Sourcewell-approved participant.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions that would apply. We require that they are an approved Sourcewell customer. We will verify the approval from the Sourcewell website.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	There are no restrictions that would apply. We require that they are an approved Sourcewell customer. We will verify the approval from the Sourcewell website.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	For over 100 years, Building Automation has been an industry leader in providing integrated security solutions for the education sector. Honeywell has an extensive customer base that can benefit from Sourcewell Procurement program. To increase awareness of new offerings and service options, Honeywell will notify existing customers of the new Sourcewell contract within 30 days of contract award. Our team will notify customers via email and a personal call to provide additional information and instructions on how to take advantage of the procurement program. Additionally, we are currently working on a phased approach to contact schools in every major market and surrounding rural areas throughout the U.S. and Canada Phase 1 will focus on contacting educational institution with 5,000 or more students within the first 120 days of contract award Phase 2 will focus on contacting educational institutions with under 5,000 students. Please see the attached document titled "Sourcewell Marketing Plan."	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Once awarded Honeywell will create a Sourcewell website link to a Honeywell landing page for Sourcewell Partners. - Honeywell and Sourcewell partnership information will be available on website. - Dedicated Sourcewell Account Executive contact information will be available on website. - Contract information will be available on website. - Contact request form option. - Products and Services - Contact request can be integrated to CRM prompting an automated lead to our closest branch to customers location. Honeywell is active on social media on LinkedIn, Twitter, YouTube, Google+, SlideShare and Facebook. Honeywell has brand reputation and social media presence that is a forum for marketing and dissemination of information A campaign is in place to communicate and drive existing and new customers to our Honeywell partnership website.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell is a multi-national cooperative with a network of over 50,000 members across the United States and Canada. The partnership will enable Honeywell to assist customer new and existing with an additional purchasing vehicle that will expedite processes and deliver results The addition of this procurement vehicle, during the Honeywell Sell Cycle, will result in a better Sourcewell partner experience.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All Products, Services, Equipment, installation, and Purchases are negotiated directly with a local Honeywell Branch and follow the procurement process in accordance with the contractual agreement and based on the state's procurement process.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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41	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.	Honeywell's Customized Training Program The Training Team, a dedicated team within Honeywell that is tasked solely with training customers and employees, formulates the site-specific training plan during the development process to identify costs, schedule, and task assignments. The customer and onsite project manager are involved in the development of the training to ensure all training needs are met. The majority of training is normally held on-site, but training might require an individual to attend an off-site course at one of the Honeywell training centers (for example, higher-level Building Management System). Honeywell develops manuals, videotapes on-site training, and provides access to Web-based sites to address potential changes in personnel through the term of the contract. All training costs are included and defined in the final agreement, but at the customer's request, additional specialized training can be budgeted over the agreement period and provided in several ways. These include an annual allocation of hours or costs, fixed training at specific intervals, or administrative assistance to staff directly. Honeywell provides training for agency operators and personnel as needed when each TC is completed and placed into service. All training is documented in the final commissioning report.	*
42	Describe any technological advances that your proposed Solutions offer.	Honeywell Forge Honeywell Forge Connect - www.honeywell.com - Commercial buildings require dozens of independent systems to operate, which creates complexity, prevents valuable performance reporting and analysis and makes remote management impossible. This hinders business optimization - especially across a portfolio of buildings - by limiting strategic decision making and forcing business leaders to manage operations in silos around their organization. A SINGULAR VIEW OF OPERATIONAL PERFORMANCE Honeywell Forge Connect is a breakthrough connectivity service that leverages advanced Machine Learning models to quickly unlock building performance data and unify that data across a portfolio. With this secured cloud connection between systems and buildings, enterprise leaders can visualize and compare operational KPIs to improve their strategic investments by applying artificial intelligence and autonomous control solutions through applications that optimize and centralize portfolio performance. Honeywell Forge Connect thrives on system diversity, using hundreds of drivers to auto-discover both modern and legacy systems in a building - regardless of their manufacturer. The solution then utilizes a Unified Data Model to drive normalized performance data to a secured cloud environment, which enables customers to scale and extend applications across their enterprise portfolio - without the need to rip and replace existing systems. This empowers business leaders to visualize portfolio performance in real-time, optimize processes through advanced analytics and artificial intelligence and futureproof their infrastructure with a secured, open and extensible connectivity strategy. Honeywell Forge Cybersecurity Platform A robust software solution that simplifies, strengthens and scales industrial cybersecurity operations for any asset-intensive business facing evolving threats. Honeywell Forge for Cybersecurity improves cybersecurity performance at a single site or across multiple sites-by increasing visibility into vulnerabilities and threats, enabling proactive action to mitigate risks and improving cybersecurity management efficiency. As cyberattack costs can run into millions of dollars, the software delivers a simple yet scalable threat management option for companies in any stage of cybersecurity maturity. From inventorying assets on a network; to moving and using operations data; to strengthening endpoint and network security; to improving cybersecurity compliance and more, the new platform delivers a grow-as-you-go software solution to better address cybersecurity pain points in operational technology (OT) and industrial internet of things (IIoT) environments. HIGH-LEVEL BENEFITS • Simplifies cybersecurity for industrial operators by unifying the most commonly needed OT security capabilities in one software platform. • Strengthens the cybersecurity of industrial assets across an enterprise with a field proven platform that combines the essentials of cybersecurity operations with advanced asset security management. • Scales cybersecurity investments with grow-as-you-go software that continually delivers more security and operations management capabilities, all from one global strategic provider. HIGH-LEVEL FEATURES • Software solution that improves OT cybersecurity performance across an enterprise. • Single platform for multi-site OT cybersecurity operations. • Vendor-neutral solutions that help strengthen cyber defenses, regardless of control system.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We are proud of the environmental improvements we have achieved to date and strive to continue our commitment to making our business more sustainable through the following goals: - o Achieve five-year "10-10-10" target by 2024: Reduce global Scope 1 and Scope 2 GHG emissions - o intensity by an additional 10% from 2018 levels - o Deploy at least 10 renewable energy opportunities - o Achieve certification to ISO's 50001 Energy Management - o Standard at 10 facilities • Reduce U.S. Scope 1 and Scope 2 GHG emissions by 50% by 2030 from a 2018 base year as a member of the U.S. Department of Energy Better Climate Challenge • Be carbon neutral in our facilities and operations¹ by 2035 • Validated by the Science Based Targets initiative (SBTi), • Honeywell committed to: - o Reduce absolute Scope 1 and 2 GHG emissions 50% by 2037 from a 2019 base year. - o Reduce absolute Scope 3 GHG emissions 23% within the same timeframe. Each of our strategic business groups is required to establish internal goals for year-over-year improvements in GHG emissions, energy efficiency, hazardous waste reduction intensity, and non-hazardous waste diversion rates. Progress on our goals is monitored by the Corporate Energy & Sustainability Team (CEST), reported quarterly to Honeywell's CEO, and is reviewed at least annually with the Board's Corporate Governance and Responsibility Committee	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	• State Environmental Voluntary Protection Program (Tonawanda, NY) Baja California Award of Energy Efficiency • New Jersey Environmental Stewardship Award • Golden Peacock Occupational Health & Safety Award • Corporate Responsibility Magazine's 2017 Most Sustainable Corporate Headquarters • OSHA Voluntary Protection Programs' Star • Keep America Beautiful's Vision for Am LEED Gold Green Building Certification	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	What Differentiates Honeywell? The Team - At Honeywell, our greatest strength is our team. We develop and retain the industry's most dedicated and qualified colleagues, providing an aggressive certification plan to keep them trained in the latest technology innovations, industry trends, regulations, project management principles, process development and integrated systems. The Technology - Honeywell maintains strong relationships with the worlds' leading technology partners to provide customers with best-in-class products and engineered services. The Project Experience - Honeywell has provided integrated technology solutions for complex projects around the globe incorporating many or all of the suite of technology systems outlined. The Honeywell single source capability to manage multiple-technology project implementations is second to none in the industry.	*
46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	• Energy Star • NAESCO • SDS Smoke Generating Tubes • SDS 50018 Air Liquide 4-Gas mixture with Hydrogen Sulfide (H₂S) • SDS for 4-Gas mixture with Methane (CH₄) • SDS Rub out Salisbury hand cleaner • SDS Salisbury rub out towellettes • SDS Silicone spray 16 oz aerosol can • SDS Super salco detergent • SDS 10-4 glove dust • SDS Li-ion battery pack, RAELink 3 • SDS Li-ion battery pack, 3G PID • SDS 0.8W Li-ion battery pack, MultiRAE Series • SDS 0.8W Li-ion battery pack, extended duration, MultiRAE Series • SDS Li-ion battery pack, MicroRAE • SDS Li-ion battery pack, AreaRAE Pro / AreaRAE Plus	

47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	Design, Installation, and Efficiency Standards for Honeywell Building Automation Equipment 1. SMACNA Standards The Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) provides guidelines and standards that ensure the quality and performance of HVAC systems. Honeywell Building Automation systems adhere to the following SMACNA standards: HVAC Duct Construction Standards: Honeywell ensures that all ductwork associated with its building automation systems is designed and installed following SMACNA's HVAC Duct Construction Standards. This includes specifications for duct materials, construction techniques, and sealing methods to optimize airflow and system efficiency. HVAC Systems Testing, Adjusting, and Balancing (TAB): Honeywell systems comply with SMACNA's TAB standards to ensure that HVAC systems operate efficiently and effectively. This involves thorough testing, adjusting, and balancing of HVAC systems to meet design specifications and performance criteria. 2. ACCA Standards The Air Conditioning Contractors of America (ACCA) sets standards for the design and installation of HVAC systems. Honeywell Building Automation systems are designed and installed in compliance with the following ACCA standards: Manual J: Honeywell uses ACCA's Manual J for residential load calculations to ensure that HVAC systems are properly sized for the specific heating and cooling needs of the building. This prevents oversizing or under sizing of equipment, optimizing energy efficiency and occupant comfort. Manual N: For commercial buildings, Honeywell follows ACCA's Manual N for load calculations, ensuring that HVAC systems are designed to meet the unique demands of commercial spaces while maximizing efficiency. Manual S: Honeywell adheres to ACCA's Manual S for equipment selection, ensuring that HVAC equipment is appropriately matched to the calculated loads, enhancing system performance and energy efficiency. 3. EPA Regulations The Environmental Protection Agency (EPA) establishes regulations to protect the environment and promote energy efficiency. Honeywell Building Automation systems comply with the following EPA regulations: Energy Star: Many Honeywell products are Energy Star certified, meeting strict energy efficiency guidelines set by the EPA. This certification ensures that Honeywell equipment contributes to energy savings and environmental protection. Refrigerant Management: Honeywell complies with EPA regulations on refrigerant management, including the proper handling, recycling, and disposal of refrigerants to minimize environmental impact. Honeywell's equipment uses refrigerants that meet EPA's standards for ozone depletion and global warming potential. Clean Air Act: Honeywell ensures that its building automation systems adhere to the requirements of the Clean Air Act, particularly in relation to emissions from HVAC equipment. This includes using low-emission technologies and following guidelines for indoor air quality and pollutant control. 4. Additional Standards and Regulations Honeywell Building Automation systems also adhere to other relevant standards and regulations to ensure optimal performance and compliance. ASHRAE Standards: Honeywell follows standards set by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) for HVAC design, energy efficiency, and indoor air quality. National Electrical Code (NEC): Honeywell ensures that all electrical components and installations comply with the NEC to guarantee safety and reliability. Building Codes: Honeywell systems are designed and installed in accordance with local, state, and national building codes to ensure compliance with all legal requirements. This comprehensive approach ensures that Honeywell Building Automation systems are designed, installed, and operated to meet the highest standards of quality, efficiency, and environmental responsibility.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Honeywell has a preferred subcontractor program which has an emphasis on small, minority, and women owned businesses. Having a pool of qualified small, minority, and women-owned requirements for public and private projects with specific requirements as well.
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Net 30	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	We will discuss upon award of contract, but we do have financing available.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see the attached document "Standard Template Agreements and Transaction Documents."	*
60	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?	Yes. There will be no additional cost.	*

61	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.	The attached document titled "Sourcewell Customer Pricing Document updated 07.30.2024" has the pricing which is active on our existing Sourcewell approved contract. The first tab is the customer order form that we use to identify them as a Sourcewell customer and provide them pricing. The second tab is the Equipment Requested Quote. The third tab is special Sourcewell pricing.	*
62	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.	10% off MSRP.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	We work with local utility companies to get all energy rebates available.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Any Additional equipment or parts not included in our agreement as well as sub-contractors needed to complete the project. 10% mark up 12% overhead	*
65	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.	Freight, warranty, customs, and contingency.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Price is dependent on the order.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Price is dependent on the order.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Honeywell uses UPS and FedEx.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Once contract is executed the Honeywell Operations team will create the following auditing mechanisms to track compliance with Sourcewell Contract requirements. Marketing generated campaign identifier (Sourcewell Partner) will allow Honeywell operations to identify Sourcewell Cooperative projects and account within the CRM, SAP, and other internal processing applications. The identifier will provide a system audit trail that will allow us to automatically coordinate the correct processes, pricing, and reporting to remain compliant through the customer purchasing process. In Addition, the operations team will generate a special code to ensure the administrative fee is added in accordance with the contractual agreement. The auditable data will allow Honeywell to report sales on a quarterly basis and report the Sourcewell administrative fee allocations in accordance with the contractual agreement.	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Cost, Schedule, and Technical Performance Honeywell manages the status of key project metrics including cost, schedule, and technical performance through proven project management tools and techniques. Honeywell's team of Project Managers effectively control projects by implementing standardized tools and techniques to ensure project success. • 100% of projects delivered within negotiated scope and price • 100% Equipment and systems commissioning compliance • O&M plans ensure equipment performance at start-up and ongoing Key project metrics such as cost, schedule, and technical performance are estimated, measured, and reviewed using project management techniques proven on thousands of projects. These techniques help ensure that our projects are delivered to the customer on time, meet the quality standards set forth in the specifications, and are delivered within and with no cost changes to the negotiated scope and price. It should be stated that all projects can have additional agreed to metrics that can be tracked for success. Honeywell acknowledges that each project is different, so each project can have metrics that should be considered for the Customer to have a successful project.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1%	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Not Applicable	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Building Management Systems (BMS) HVAC Services Demonstrated Experience, Skills, and Capabilities Building management systems are one of Honeywell's core competencies. This expertise incorporates control technology transfer from other divisions such as aerospace, defense systems and industrial process controls. Regardless of building configuration, Honeywell's analytical approach ensures that installed systems work as designed to ensure real, sustainable operations and results. Due to our control system experience, Honeywell has the ability to design and install new systems or construct innovative solutions based on individual customer needs. Honeywell is a world leader in controls manufacturing; therefore, we have the ability to stand behind our products and develop custom solutions. This ensures that our customers realize the full value of their investment, while gaining access to our extensive controls and integration experience. Command and Control Suite The Command-and-Control Suite (CCS) helps streamline complex operations by better coordinating your systems, teams, and devices, even across distributed facilities. CCS is a suite of applications for diverse interfaces (desktops, laptops, tablets, wall-mounted touchscreens, as well as web browsers) designed to facilitate enterprise operations from virtually anywhere. An intuitive map-based interface makes critical information easier to access quickly, and with Incident Workflows, you can use standard operating procedures (SOPs) to efficiently respond to a variety of situations. CCS is an open system that supports a full range of industry standard open protocols and web-services interfaces. It can integrate with other facility systems such as life safety, and building management, including Enterprise Buildings Integrator (EBI)	

from Honeywell. CCS works with systems and equipment from numerous suppliers, as well as business and operational systems in a variety of industries.

Command Wall

Collaboration and Incident Response - More effectively coordinate responses, such as evacuations. Simplify the reprioritization and redirection of critical tasks, as well as management of daily tasks.

Command Station

Desktop and Mobile Operations - Get an overview of events on site, virtually anytime, anywhere. Designed to help you coordinate maintenance, deploy staff, and respond to incidents, and to give on-site technicians system access. Installs on Windows-based tablets, laptops, and single-monitor desktops, or access via web browser on virtually any device.

Mitigate Risk - During an incident, the right decision can be the difference between minor downtime and major disruption. CCS helps you keep disruption to a minimum, even in a major incident.

- Incident Workflow incorporates SOPs to help you improve the quality and consistency of responses and to reduce risk. CCS further enhances timeline and map integration.
 - Access via mobile devices enables monitoring beyond the control room for a more agile, informed response.
- Minimize Downtime - Disruptions, like a breakdown or a breach, can be costly. CCS helps you increase the resiliency of your operations.
- Integrating fire sensors, HVAC, and other systems organizes data in one place for more efficient investigation and diagnosis.
 - Make informed decisions more quickly using alarm management, and Enterprise Dashboards. Smart-map elements populate subsystems with real-time details for faster, more accurate navigation and insights.
 - CCS virtualization and redundancy options help improve system uptime and simplify management to support overall business continuity.

Increase Productivity - Map-based navigation displays information only as needed for detailed yet intuitive navigation, and supports touch control for faster use and training, and cross-skilled teams.

- The ability to view and manage numerous facility systems in one place enhances the value of facility-wide integration.
- Enterprise Dashboards give you insights into your building's energy use and efficiency to help you optimize performance and reduce costs.
- CCS displays map-based information on tablets, computer monitors and wall-sized touch screens. Fast, intuitive displays provide on-screen access not only to security video and enterprise dashboards, but to documents, drawings, procedures and other relevant information people may need quickly.

Build Confidence - Instill confidence in your teams and stakeholders: CCS helps you demonstrate greater safety, security, and readiness.

- Improve compliance: Preserve each step your operators take with digital recordings of the Incident Workflow process.
- Accelerate post-incident analysis with automated reporting.
- CCS provides instinctive user experiences designed for the needs of your teams - not the limits of devices or systems.
- CCS offers more install options, from a "thin client" to various server options, helping tailor your system to your needs for installation costs, data security, and backups.

Redundancy

BMS hot redundant servers is a core component of the Honeywell BMS system. Should the Primary Server fail, a fully functioning Backup Server will assume the Primary role within approximately 10 seconds. The Primary Server is used to mean the specific EBI server that is actively providing EBI functions to the controllers and users. This provides the user with redundancy of their critical BMS servers. The Primary Server propagates all database transactions to the Backup Server over a network connection so that both databases remain in synchronization.

During normal operation where both servers are fully functioning, this process is referred to as on-line database backup or just on-line backup. In the best case, where the Controllers/PLCs support fully redundant communications, architecture may be provided which eliminates single points of failure all the way to the controller.

Distributed System Architecture

Distributed System Architecture (DSA) is a core component that allows centralized monitoring and control of multiple BMS servers over standard LAN/WAN connections

as it is one system. DSA also enables geographically distributed systems to function as one large system. This allows operators to seamlessly monitor, access, and operate the entire system from one interface.

Incident Workflow

Incident Workflow helps guide users through the decision-making and response process during critical situations. By seamlessly integrating emergency operations with enterprise applications, Incident Workflow will help reduce risk, promote continuity and increase productivity throughout your business.

Collaborate to Reduce Costs - You can often develop a more rapid incident response by thinking outside the control room - Incident Workflow allows first responders, operations and facility staff to cooperatively respond to incidents from multiple devices.

Seamless integration with BMS allows intelligent automation across your facility. For example, authorized users can perform a number of actions from a single workflow:

- Mass notification to affected users, tenants or customers
- Automated or manual control of surveillance cameras
- Unlocking and locking of doors to allow first responders to access critical areas

Manage Incidents. Reduce Risk. - By combining business-critical Standard Operating Procedures (SOP) with automated and manual detection of incidents, you can promote reduced disruption to your business. With immediate access to SOPs, operators are guided through potential responses in near real-time, reducing potential impact and the risk of incident escalation.

You can easily link SOPs to multiple locations within your building, providing users with relevant information regarding specific issues. And because all these functionalities are promptly available through an intuitive interface, it promotes reduced response times and improved effectiveness.

Simple Yet Powerful - Incident Workflow is powered by the unseen intelligence of BMS and employs advanced user experience design across multiple devices - Honeywell Command Wall, desktop or tablet. Incident Workflow's clear and easy-to-understand workflow typically reduces training requirements and administration and helps provide increased confidence in the user.

Automated Productivity - There's no need for information to be manually written with Incident Workflow - all reports can be automatically retrieved and accurately reproduced, often increasing productivity and reducing costs. You can also manage scheduled events with simplicity, such as regular maintenance or security checks, helping to reduce the chance of manual error.

Building Confidence in Compliance - As events occur you can access visualization of progress, priority, comments and owners. This automated system can also be used to demonstrate enhanced security, safety and readiness to respond - increasing stakeholder trust in business continuity. To further compliance and traceability, you can readily create reports that demonstrate adherence to established protocols. Following an incident, you can recall user actions, including a timestamp and their name. This analysis of individual events allows you to plan and better prevent future incidents, helping to reduce long-term costs and optimizing resource management.

Comfort Point Open BMS

Honeywell ComfortPoint™ Open (CPO) is a building automation system with simple, BACnet® based open integration. When implemented with Honeywell Enterprise Buildings Integrator (EBI), CPO can improve energy efficiency and operational efficiency in your project. ComfortPoint Open simplifies and streamlines building management while reducing operational expenses through remote services and energy consumption reporting. ComfortPoint Open is the simply smart way to optimize building control and performance.

Why ComfortPoint Open?

Easy to Integrate - A native BACnet-compliant building management system, ComfortPoint Open is designed to connect and interoperate with other BACnet servers / devices.

Increase Productivity and Operational Savings - ComfortPoint Open offers the Honeywell EasyMobile client designed for mobile system access. Points and alarms can be controlled and managed from virtually anywhere through internet enabled devices including smart phones and Apple® mobile digital devices.

Reduce Energy Consumption - ComfortPoint Open supports Modbus, enabling integration of open system devices including energy reporting and meter. Modbus support is built into the system with trending/reports to track energy performance and help improve efficiency. Additionally, integrating CPO with Honeywell Energy Manager can provide even more sophisticated energy monitoring and management

Sets Industry Standards - With a large library of heating, ventilation and air conditioning (HVAC) applications, ComfortPoint Open is simple to engineer - helping to maintain consistency, reduce risk and optimize performance.

Specifying Made Simple - Enterprise Buildings Integrator (EBI) used with ComfortPoint Open (CPO) BMS is a complete, innovative building management and energy monitoring system with guide specifications available.

Flexibility to Grow and Expand - Whether ComfortPoint Open is used for new

buildings or retrofit projects, its flexibility can help you to grow or expand your system as business requirements develop. EBI-CPO is an easy to manage web-based system that can be integrated with other applications, such as security management, video surveillance and fire detection, through Honeywell EBI to create a platform for future expansion. In addition, ComfortPoint Open provides a simple path for expansion and migration that leverages your client's existing Excel 5000 infrastructure with enhanced technology to deploy standardized, efficient control strategies and high-performance hardware. Using the Excel 500 Migration Kit and CPO Studio conversion tools, this migration path can deliver increased access to building and system data and promote increased operational savings.

Optimize Building Performance - ComfortPoint Open is easy to service both on-site and remotely from Honeywell's Global Service Response Center, helping to enable improved system uptime and reduced operational costs for clients. CPO can also be remotely connected to Honeywell's AttuneM Advisory Services for on-site digital signage, advanced building performance analysis and continuous commissioning of the building.

Control Edge™ PLC

The ControlEdge™ PLC dramatically reduces configuration, integration, and support costs while decreasing risk with embedded cyber security. It minimizes downtime through unified support and lowers total cost of ownership through extended system lifecycle.

It also offers more I/O options with a Universal I/O capability, connectivity to multiple devices through open protocols such as EtherNet/IP, OPC UA, DNP3 and simulator to support lean project execution.

The ControlEdge PLC's embedded cyber security supports compliance, reduced risk, and availability. Ours is the first PLC that is ISASecure Level 2 certified. Features include secure boot to prevent uploading of unauthorized software, and a built-in firewall to reduce exposure to denial-of-service attacks and message flooding.

In addition, PLC communication is secured using IPsec. This prevents man-in-the-middle attacks and protects ControlEdge PLC from unauthorized access. Encryption for critical data employs NSA Suite B recommended algorithms. This supports easy configuration and provides certificate-based authentication.

Features and Benefits of the ControlEdge™ PLC -

- Support redundant power supplies, controllers, and communication links for critical application.
- Tightly integrated with Experion, Honeywell's best-in-class Distributed Control System (DCS), Supervisory Control and Data Acquisition (SCADA) system, safety system and Honeywell's Field Device Manager (FDM) for smart field device management.
- Modbus RTU, ASCII and user defined protocol on RS232 and RS485 for serial device integration
- I/O racks of various sizes and AC/ DC Power supply options
- OPC UA and EtherNet/IP protocols offer smooth integration to a broad range of devices and controllers Integration with third-party systems and devices such as motors, drives, and compressors
- Leveraging Honeywell's LEAPM project methodology, it is the first PLC with HART enabled Universal I/O for greater configuration flexibility
- Universal IO, Digital Input, Digital Output, Analog Input, Analog Output, Universal Analog Input, High Voltage Input modules
- Connects to Human Machine Interface (HMI) through Modbus, EtherNet/IP, and OPC UA protocols.
- Compatible with leading open network standards such as Modbus, EtherNet/IP, OPC UA and HART-IP Powerful IEC 61131-3 programming environment
- ISASecure EDSA Level 2 certified cyber security ensuring the safety of the system, personnel and critical information.
- Supports on-process remote firmware updates.
- Single vendor service and support across PLC, DCS, Safety System, Panel PC and Field Device Manager Subsea application support with MDIS protocol and a complete library of objects as defined in the MDIS.
- Companion Specification.
- ELMM as a migration solution from legacy IPC620
- DNP3 multi-master capability allowing simultaneous data collection from multiple SCADA

Solution Development

Honeywell has demonstrated for many years our ability to implement the right solutions for our customers. The key component to this success is our solution development process. From the very beginning of your automation project, Honeywell works with you to understand your mission, requirements, desires, operational processes and, most of all, your budget and other financial constraints.

The first step is to get a clear understanding of your needs, budget and mission. Honeywell's solution development engineers and consultants work closely with you to clearly outline where your project ultimately needs to be. We employ our own resources, as well as third party firms that may have special skills in an area critical to your project. Once we are all clear on your project's direction, we go through the iterative process of deciding on the best technologies to meet your building automation goals. This involves researching past, current and future technologies and

evaluating them based on your budget.

After the preliminary assessment is complete, we move into the detailed design phase. The detailed design can involve existing buildings as well as new construction. This is a highly involved effort and is critical, especially with new construction, because it lays the foundation for the success of your project.

Finally, the project moves into the implementation phase when the selected parts of your project meet your needs, mission and budget requirements.

Innovative Strategies to Consider for your Project.

Integration

Lighting systems

Shade systems

Daylight Harvesting Systems

Solar Panel Systems

Wind Energy Systems

Passenger turnstiles

Point of Sale Systems

Maintenance Management Systems

Rail Management Systems

Generation Systems

- o Variable Frequency Drives

- o Vertical transportation (elevators, escalators)

- o Monitoring

- o Electricity

- o Natural Gas

- o Water

- o Heating, Ventilation and Air Conditioning Freezer temperature

- o Infectious disease containment

- o Ultraviolet Disinfection

- o Room Pressure Control

Set Negative Pressure to ASHRAE 170 Standard

1. Set 100% outside air, close return air damper

2. Open exhaust damper; start exhaust fan

3. Increase room exhaust airflow at a venturi air valve so set room

4. Increase airflow into the corridor to offset the airflow changes

Scheduling

Optimized Start / Stop of equipment Track cooling tower make up water Track chilled water system make up water Continuous Commissioning

Commissioning Approach

BMS commissioning involves end device check-out, sensor accuracy, and sequence functionality for accurate control. Our engineers go through a point-by-point checkout of all devices and compare to measured values. Front-end workstation graphics are reviewed on a point-by-point basis to verify point information and setpoints. Honeywell engineers analyze key performance data by establishing trends and tracking equipment operation. Trend data assists our engineers with verifying correct sequences are in place and equipment is operating properly.

O&M and Training Approach

The risk for BMS operation, maintenance, and repair resides with Honeywell; however, Texas Central may assume responsibility for these tasks through mutual agreement with Honeywell. In all cases, Honeywell will provide the necessary training and inspection. Training requirements are defined as part of the design review process. Should Texas Central assume responsibility for maintenance and/or repair, Texas Central will maintain adequate records. Honeywell will inspect records and gather key performance indicators. This information will be used to notify Texas Central in the event the equipment is operating.

HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology & Sensors, controls, thermostats, gauges, and system automation or management products and technology:

Honeywell's connected operations suite of products (Honeywell Enterprise Buildings Integrator (EBI) and Command and Control Suite (CCS)) can help you to promote maximization of the value of integration and improvement of business outcomes by integrating your building and business systems on a single, highly resilient enterprise platform. Key Features Integrating your various building and business systems provides visibility into your entire operation, helping optimize productivity, efficiencies and resources. Optimize Productivity Honeywell's integrated platform promotes: Increased productivity -Event-based, automated workflows help minimize errors and the need for manual intervention, helping valuable resources become more available where needed most

Streamlined workflow -Centralized monitoring, control and reporting provides an enterprise-wide view of your facility to simplify everyday tasks and reduce response time

Energy efficiencies-Monitor and manage your energy usage to promote minimized costs

Simplified training -An operator-centric user interface provides monitoring, control and reporting from a single workstation and turn Data into Knowledge Integration of often disparate IOT systems, helps turn data into knowledge by aggregating enterprise data

from disparate systems and presenting information in more actionable, easy-to-use format that helps you make informed, timely business decisions by:

- Managing from an enterprise level -Consolidating data from disparate facility systems onto a single information management system allows you to see the big picture
- Improving decision making - Overcome information overload by transforming data into more actionable information with access- based on job function or authority
- Delivering intelligent reporting - Comprehensive customizable reporting delivers better-quality management information and greater transparency into facility-wide performance
- Providing an integrated technology platform that allows you to control multiple touch points across your organization to help positively impact the end-to-end customer experience.
- Enhancing customer satisfaction - Collection of data as people move through your facility helps you understand behavioral patterns, tailor interactions and better address customer needs.
- Optimizing operational efficiency - More effectively schedule assets and operational resources by understanding the behavioral patterns of key tenants, visitors and customers
- Empowering customers - Intelligent use of integrated technology like interactive services, dynamic lobby signage, collaboration portals and communications allow you to drive your own experience. Improve Asset Efficiency Improving asset efficiency, reliability and environmental compatibility can maximize your return on investment. Integrated technology monitors ongoing performance so you can promote realization of your energy and operational goals over the facility's life cycle.
- Energy management optimization-Real-time information access helps you monitor energy efficiency strategies to promote reduction of operating costs
- Information to act - Enhance control over the facility's performance and address malfunctions
- Promote enhanced ROI - Analyze information to make improvements and provide recommendations
- Enhance comfort -Proactive, regular monitoring of automation systems and building performance promotes optimal operating conditions.
- Life Cycle Support Realizing the full potential of current investments can help improve facility performance, safety and comfort. Honeywell's design, implementation and life cycle support of intelligent, integrated building solutions helps support your business processes, objectives and outcomes.
- Promote improved ROI over life cycle -Converged solutions reduce complexity, often resulting in lower operational and maintenance costs
- Investment longevity -IP networking provides a longer-lasting open system

COMFORT AND ENERGY

Niagara 4

Honeywell Comfort and Energy Supervisor is a scalable BMS front-end interface, capable of managing all sizes of buildings, supporting systems up to 75,000 control points.

It allows multiple Niagara-based controllers, ComfortPoint Open (CPO), and other IP-based controllers, to be networked together. It serves real-time graphical information to standard Web-browser clients and provides server-level functions. These functions include centralized data logging/trending, archiving to external databases, alarming, dashboarding, system navigation, master scheduling, database management, and integration with other enterprise software applications through an XML interface (oBIX standard). Also, it provides a comprehensive graphical engineering toolset for application development.

ComfortPoint Open BMS

Plant Controller - CPO-PC-6A

- o Native BACnet IP Plant Controller
- o BTL listed, (B-BC) Building Controller profile

Four RS-485 interfaces for BACnet MS/TP,

Modbus, Panel Bus, Field Bus and I/O Bus

Two Ethernet ports

One RS232 serial port

24 Vac/DC power supply

Plant Controller - CPO-PC-6A

256 hardware points, 1500 software points,

100-time schedules and 64 control loops

Built-in BACnet router, no need to add external

BACnet router

Built-in web server for browser connectivity

LEDs indicating the transmission/reception,

Alarm LED and power LED

Built-in advanced diagnostics

- CP-IPC & CP-Core

Native BACnet IP Plant Controller

BTL listed, (B-BC) Building Controller profile

Built-in BACnet Router & BBMD support

Built-in Web Browser Interface & Diagnostics

(CP-IPC only) 24 I/O On-Board: 8UI, 6BI, 6AO, 4 DO

CP-IPC & CP-Core
 (CP-IPC only) 256 I/O supported via I/O modules
 BACnet MS/TP for 30 devices/bus; total of 90 devices
 Modbus Serial communication support
 - Mixed I/O Module - CPO-IO830A
 Panel Bus communicating module
 DIN-rail or panel-rail mounting
 24 Vac (+/- 20%) or 21.30 Vdc power supply
 Overvoltage protection
 Status LED, service LED, power LED
 Mixed I/O Module - CPO-IO830A
 Mix of 34 input and outputs to meet a wide variety of application requirements
 o 8 Universal inputs
 o 8 Analog outputs
 o 12 Binary inputs
 o 6 Relay outputs
 - Expansion I/O- CP-EXPIO
 DIN-rail or wall mount
 24 VAC $\pm$ 20%, 50/60 Hz, 15 VA
 Mix of 24 input and outputs
 • 8 Universal inputs
 • 6 Binary inputs
 • 6 Analog outputs
 • 4 Digital outputs (24VAC Triac™ with LED)
 Maximum fifteen CP-EXPIO modules per one plant controller
 Powerful processor to support faster I/O scanning
 Flexible and easy configuration with ComfortPoint Open Studio
 - Digital I/O Controller - CPO-DIO
 DIN-rail or wall mount
 BACnet, BTL listed, (B-AAC) profile
 Expansion I/O Bus comm. for CPO Plant Controllers
 24 VAC $\pm$ 20%, 50/60 Hz, 15 VA
 Mix of 32 onboard I/Os
 o 8 Universal inputs
 o 8 Binary inputs
 o 16 Digital outputs (Triac™ outputs)
 Digital I/O Controller - CPO-DIO
 Enhanced performance with 32-bit technology
 Maximum fifteen CPO-DIO modules per one plant controller
 Flexible and easy configuration with ComfortPoint Open Studio
 - Field Bus Adapter Modules
 Microprocessor-controlled bus interfaces, providing additional bus capability (with communication and power)
 Supports four connected field devices such as sensors or actuators
 Plug-and-play functionality
 Screw terminals for fast wiring
 Suitable for wall mounting, DIN-rail-mounting and junction-box mounting
 Two LEDs for visual trouble indication
 Up to 30 modules on a bus
 Field Bus Adapter Modules
 Four models with variety of input and output options:
 o CPO-FBA-1A (Field Bus Adapter with 2 Universal Inputs and 2 Analog Outputs)
 o CPO-FBA-2A (Field Bus Adapter with 2 Universal Inputs and 2 Digital Outputs)
 o CPO-FBA-3A (Field Bus Adapter with 2 Universal Inputs, 1 Analog Output, and 1 Digital Output)
 o CPO-FBA-4A (Field Bus Adapter with 4 Universal Inputs)
 - Compact VAV Controller (CPO-VAV2A)
 BACnet, BTL listed, (B-AAC) profile
 Fully programmable
 Syk support for TR40/TR42
 Series 60 floating controller actuator
 Compact VAV Controller (CPO-VAV2A)
 Integral I/O (4UI, 3 AO, 6 DO, (4+2 wired to actuator)
 Removable terminal blocks
 Internal-powered digital outputs
 - VAV & SPC II Unitary Controllers
 Native BACnet series of controllers
 BACnet, BTL listed, (B-AAC) profile
 Enhanced performance with 32-bit technology

		Use standard VAV/FCU application or flexible custom programming Flexible and easy configuration with ComfortPoint Open Studio Tool Connects to one of three BACnet MS/TP channels BACnet schedule function support Quicker VAV balancing with ComfortPoint Open Studio online tool - CPO-Room Controller (CPO-R family) BACnet, BTL listed, (B-AAC) profile (rev 1 12) 14 models available for various applications Up to 24 I/O onboard Fully programmable Powered outputs with onboard relays & triacs Sylk TR40/TR42 wall module support CPO-Room Controller (CPO-R family) Control multiple rooms with a single controller. Automatic MAC addressing Basic lighting control (CPO-RL8) Removable terminals (CPO-RL5) Extended temperature range (CPO-RL7U) - Digital Wall Module TR40, TR42 2-wire, non-polarity sensitive, Sylk bus communicating wall module for use with Sylk compatible controllers Non-display and large display, backlit and easy-to-read LCD user interface models available Display options include room temperature, room temperature setpoint, fan-speed, occupancy mode, occupancy override mode, occupancy override duration, system status and system override command. One-touch override of room temperature setpoint fan-speed, occupancy and system status. Mostly language-neutral display, showing many internationally standardized symbols Variety of models with a combination of Temperature control and CO2 monitoring.	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Service Contracts	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
75	HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	☒ Yes ☐ No	All category and type are offered by Honeywell.	*
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	☒ Yes ☐ No	All category and type are offered by Honeywell.	*
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	☒ Yes ☐ No	All category and type are offered by Honeywell.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure 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](#) - Sourcewell Customer Pricing Document updated 07.30.2024.xlsx - Thursday August 01, 2024 14:47:33
 - [Financial Strength and Stability](#) - 2023 Audited Financial Statements.pdf - Thursday August 01, 2024 14:47:59
 - [Marketing Plan/Samples](#) - Marketing Plan - Sourcewell & Honeywell.pdf - Thursday August 01, 2024 14:48:16
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sample Template Agreements and Transaction Documents.pdf - Thursday August 01, 2024 14:49:04
 - [Upload Additional Document](#) - Honeywell Comprehensive HVAC Services.pdf - Thursday August 01, 2024 14:52:08
 - [Requested Exceptions](#) - Exceptions.docx - Thursday August 01, 2024 14:49:44
 - [Additional Document](#) - Right to negotiate mutually acceptable terms and conditions.pdf - Thursday August 01, 2024 14:54:57

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Michele Gonzales, Sr. Account Manager , Honeywell

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 obligations contemplated in the solicitation proposal.

☒ 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_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	☒	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	☒	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	☒	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	☒	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	☒	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	☒	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	☒	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	☒	1

**Town of Yucca Valley
FY 2024-26 Amended Budget
Special Revenue Funds**

800 - Capital Projects Reserve	2024-25		2025-26				
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Carryforward	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS							
State Grant Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Recovery	50,000	-	50,000	-	50,000	-	50,000
TOTAL RECEIPTS	50,000	-	50,000	-	50,000	-	50,000
EXPENDITURES							
Spec Prof Serv-Other	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
CAPITAL OUTLAY							
Construction Projects	3,754,058	3,080,008	50,000	674,050	724,050	-	724,050
Capital Replacement	572,661	108,303	360,000	215,082	575,082	465,000	1,040,082
Vehicle & Equipment Replacement	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Capital Maintenance	1,142,000	542,896	15,000	597,752	612,752	-	612,752
TOTAL CAPITAL OUTLAY	6,241,061	4,477,126	675,000	1,513,307	2,188,307	565,000	2,753,307
OPERATING TRANSFERS IN (OUT)							
Transfer IN (OUT)- Fund 001 Vehicle Res	500,000	500,000	-	-	-	-	-
Transfer IN (OUT)- Fund 001 A/S vehicle	11,000	11,000	9,500	-	9,500	-	9,500
Transfer IN (OUT)- Fund 001 Unassigned	3,500,000	3,500,000	-	-	-	-	-
Transfer IN (OUT) - Fund 536 ATP Grant Match	-	-	-	-	-	-	-
Transfer IN (OUT)- Fund 572 Prop 68 Aquatics	(4,500,000)	-	-	(4,500,000)	(4,500,000)	-	(4,500,000)
Transfer IN (OUT)- Fund 574 ARPA - Senior Center	(407,000)	-	-	(407,000)	(407,000)	-	(407,000)
Transfer IN (OUT)- Fund 801 Measure Y	150,000	150,000	-	-	-	-	-
	(746,000)	4,161,000	9,500	(4,907,000)	(4,897,500)	-	(4,897,500)
INCREASE (DECREASE) IN FUND BALANCE	(6,937,061)	(316,126)	(615,500)	(6,420,307)	(7,035,807)	(565,000)	(7,600,807)
Unassigned Cap Reserve Fund	8,547,811	9,456,387	9,763,144	-	9,763,144	-	9,763,144
Town Wide Infrastructure Reserve	-	1,374,317	-	-	-	-	-
Specialized Professional Services Reserve	52,322	52,322	52,322	-	52,322	-	52,322
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	-	1,000,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	30,526	173,235	159,587	-	159,587	-	159,587
Fleet Reserve	428,634	503,032	268,114	-	268,114	-	268,114
BEGINNING FUND BALANCE	11,559,294	11,559,293	11,243,167	-	11,243,167	-	11,243,167
Unassigned Cap Reserve Fund	3,437,092	9,763,144	9,405,466	-	3,043,414	-	3,043,414
Specialized Prof. Services Reserve	2,322	52,322	50,000	-	50,000	-	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	1,000,000	1,000,000	1,000,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	15,526	159,587	144,587	-	144,587	-	144,587
Fleet Reserve	167,292	268,114	27,614	-	1,190	-	(98,810)
ENDING FUND BALANCE	\$ 4,622,233	\$ 11,243,167	\$ 10,627,667	\$ (6,420,307)	\$ 4,207,360	\$ (565,000)	\$ 3,642,360
Construction Projects							
Project Detail							
Town Hall Redesign	369,355	119,735	-	249,620	249,620	-	249,620
Public Buildings Design/Renov	100,000	-	-	100,000	100,000	-	100,000
Tri Valley Maintenance	123,495	-	50,000	123,495	173,495	-	173,495
Old Town Beautification	3,076,208	2,960,273	-	115,935	115,935	-	115,935
Town Property - Utility Undergrounding	85,000	-	-	85,000	85,000	-	85,000
	3,754,058	3,080,008	50,000	674,050	724,050	-	724,050
Capital Replacement Program							
Cap Projects- Contingency	156,000	16,425	200,000	-	200,000	-	200,000
Financial Software	17,507	-	-	17,507	17,507	-	17,507
Admin Services Masterplan Projects	50,000	-	60,000	50,000	110,000	-	110,000
Community Center HVAC Replacement	-	-	-	-	-	165,000	165,000
Machris Park Sports Field Light Upgrade	-	-	-	-	-	300,000	300,000
MDAQ EV Charging Station	12,000	-	-	-	-	-	-
CC Masterplan - CEQA	117,154	89,579	-	27,575	27,575	-	27,575
Open Spaces & Conservation Element Plan Update	120,000	-	-	120,000	120,000	-	120,000
Town Property Acquisition	100,000	2,300	100,000	-	100,000	-	100,000
	572,661	108,303	360,000	215,082	575,082	465,000	1,040,082
Vehicle and Equipment Replacement							
Vehicle/Equipment Repl	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Capital Maintenance Program	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Public Works							
Berm Repairs	927,000	397,296	-	529,704	529,704	-	529,704
Concrete Repairs	200,000	131,952	-	68,048	68,048	-	68,048
Sewer Assessment Fees	15,000	13,648	15,000	-	15,000	-	15,000
	1,142,000	542,896	15,000	597,752	612,752	-	612,752



CONSTRUCTION AGREEMENT

By and Between

TOWN OF YUCCA VALLEY

and

[REDACTED]

PROJECT

[REDACTED] PROJECT

TOWN PROJECT No.: [REDACTED]

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY
AND [REDACTED]**

THIS AGREEMENT FOR CONSTRUCTION SERVICES (herein "Agreement") is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED] by and between the Town of Yucca Valley, a general law city ("Town") and [REDACTED] ("Contractor"). Town and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

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

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town's Municipal Code, Town has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR.

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required

hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

This Agreement shall include the Request for Proposals or Invitation for Bids (“Contract Documents”) and the Scope of Service shall include the Contractor’s scope of work in Contractor’s accepted bid proposal (“Accepted Bid”). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed of and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered. **[DELETE IF NO FEDERAL FUNDS ARE USED. In addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Contractor must also comply with the federal contract terms, conditions, rules, and regulations set forth in the attached Exhibit G (“Federal Contract Terms, Conditions, and Regulations”).]**

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the Town, in writing, of any (i) material Contractor believes may be hazardous waste as

defined Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

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

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

1.6 Protection and Care of Work and Materials.

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

1.7 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by

its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

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

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

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

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

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

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

It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to

additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Contractor shall furnish to Town an original invoice for all work performed and expenses incurred at intervals consistent with the Schedule of Compensation in a form approved by Town’s Finance Manager. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The Contractor shall provide Town

will all information detailed on the Town's standard form application for payment to support the invoice.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission. Review and payment by the Town of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10.

The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section. Contractor shall be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, up to five percent of the Contract Sum, in compliance with Public Contract Code section 7105.

3.4 Inspection and Final Acceptance.

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

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

_____	_____
(Name)	(Title)

_____	_____
(Name)	(Title)

_____	_____
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Agreement and two years thereafter, including any extension thereof, insurance against claims for injuries to persons for damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require of the subcontractors to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California including the Labor Code and Employer's Liability limit of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.

(d) Professional Liability (for Design Build). Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

(f) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

(g) If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

(h) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

(i) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by the Town. Contractor is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

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

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category

Class VII or better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

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

(a) Contractor's obligation to indemnify the Indemnified Parties applies unless it is finally adjudicated that the liability was caused by the sole negligence, active negligence, or willful misconduct of an Indemnified Party. If a claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Indemnified Party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

(b) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Indemnified Party. If it is finally adjudicated that

liability was caused by the sole negligence, active negligence, or willful misconduct of any Indemnified Party, then Contractor may submit a claim to Town for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

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

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

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

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

5.4 Performance and Labor Bonds.

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

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

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

Both the performance and labors bonds required under this Section 5.4 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

5.6 Substitution of Securities.

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

5.7 Release of Securities.

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

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

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies, certified copies of accurate payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to Town and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to Town, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Town in providing the public access to the books and records if a public request for such records is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor

shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

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

6.5 Compliance Monitoring Requirements by Department of Industrial Relations.

Contractor is aware of the requirements of Section 1771.4 of the Labor Code and that if the Services are being performed as part of an applicable "Public Works" project, Contractors

shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

(a) The occurrence of any of the following is a default by Contractor under this Agreement:

- 1) Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.
- 2) Contractor fails to complete the work on time.
- 3) Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- 4) Contractor fails to supply enough properly skilled workers or proper materials to complete the work in the time specified.
- 5) Contractor fails to make prompt payment to any subcontractor or for material or labor.
- 6) Contractor fails to abide by any applicable laws, ordinances or instructions of Town in performing the work,
- 7) Contractor breaches or fails to perform any obligation or duty under the Agreement and such breach or failure remains uncorrected following Town's notice to Contractor of the breach.

(b) In the event that Contractor is in default, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement. In the event of such termination, Town will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Agreement; provided, however, that if the surety does not give Town written notice of its intention to take over and perform this Agreement within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Town may take over the work pursuant to Section 7.9 below.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. In addition to the claim requirements of Article 8 of this Agreement, Contractor must file a claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Town as a result of delay. Liquidated damages will not cover the cost of completion of the work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Town (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without

cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the Town renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CONSTRUCTION CLAIMS

8.1 All Claims.

Public Contract Code Section 9204 specifies required provisions on resolving public works project contract claims. Those provisions shall apply to any claim (as claimed in defined in Public Contract Code section 9204(c)(1)) by Contractor under this Agreement.

8.2 Claims of \$375,000 or less.

Public Contract Code Sections 20104 et seq. specify required provisions on resolving public works project contract claims of \$375,000 or less. Those provisions shall apply to any claim

(as claim in defined in Public Contract Code Section 20104(b)(2)) by Contractor under this Agreement for \$375,000 or less in addition to the requirements of Section 8.1.

ARTICLE 9. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of Town Officers and Employees.

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

9.2 Conflict of Interest.

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

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

9.3 Covenant Against Discrimination.

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

9.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ

such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, Town of Yucca Valley, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

10.2 Interpretation; Governing Law; Venue.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Each party has had the opportunity to review this Agreement with legal counsel. This Agreement will be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts will be in the County of San Bernardino, California.

10.3 Counterparts.

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

10.4 Integration; Amendment.

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

10.5 Severability.

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

10.6 Third-Party Beneficiaries.

Contractor's subcontractor must agree to be bound to the terms of this Agreement to the extent of their scope of work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Town is deemed an express third-party beneficiary of their subcontracts. Nothing in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

10.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

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☐

GUARDIAN/CONSERVATOR

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OTHER _____

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NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

- I. Project Name:
- II. Project Number:
- III. Project Description:
- IV. The location(s) of the work, its general nature and extent, and the form and general dimensions of the Project and appurtenant work are shown on the Construction Drawings and are hereby made a part of this Agreement as listed herein:

List of Drawings

Construction Schedule – Town of Yucca Valley

Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown on the Construction Drawings or other Contracts Documents ("Record Drawings"). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the Town Engineer within thirty (30) days after completion of the work.

- V. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:
 - A.
 - B.
 - C.
- VI. All work is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.
- VII. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD), latest edition.
- VIII. Contractor will utilize the following personnel to accomplish the work:

See attached Exhibit "A-1" List of Personnel

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all tasks as specified in the schedule of values, at the rates specified in the accepted bid. The schedule of value of the accepted bid is attached as Exhibit "C-1".
- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work are approved per Section 1.10.
- IV. The Town will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Application for payment in the following format AIA G702 and G703.
 - B. Unredacted Certified payroll.
- V. The total compensation for the services shall not exceed \$_____ as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all work timely in accordance with the schedule to be developed by Contractor and subject to the written approval of the Contract Officer.
- II. Contractor shall deliver the project to the Town in accordance to the time frame stated in the accepted Notice to Proceed.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on

EXHIBIT “E”

minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT “F”

PREVAILING WAGE DETERMINATION

EXHIBIT "G"

[OPTIONAL – DELETE IF NOT USED]

FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS

In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action will include, but not be 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

EXHIBIT "G"

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

EXHIBIT "G"

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **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 CFR Part 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

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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 CFR Part 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.

3. **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 CFR Part 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.
4. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 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 CFR Part 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.
5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

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Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Debarment and Suspension (Executive Orders 12549 and 12689)**. A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.
8. **2 CFR § 200.322 Procurement of Recovered Materials**. 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 CFR part 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.
9. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**. The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the parties, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee

EXHIBIT "G"

of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the parties must complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The parties must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

11. Drug-Free Workplace (2 CFR §182 and §1401). The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.

12. Copeland Anti-Kickback Act (18 U.S.C. 874). Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Frank Luckino, Deputy Town Manager

Date: October 28, 2025

Meeting Date: November 4, 2025

Subject: First Amendment Provision and Protection Policy

Recommendation:

Staff is recommending the Town Council approve the policy ensuring and establishing First Amendment Rights at Town Events.

Prior Review:

None

Discussion:

Throughout the year, the Town of Yucca Valley hosts various events in, at, or near Town facilities ("Town Events"). These Town Events may include music, food, presentations, speeches, and other activities. Town Events take place indoors within Town facilities or within clearly designated areas of outdoor Town facilities as denoted by ropes, barriers, or maps prepared by Town staff prior to each event. These events are free and open to the public and are often attended by large numbers of people.

The Town has a significant interest in ensuring the safety of all attendees and in maintaining the enjoyment and accessibility of Town Events for all members of the public. The Town further has an interest in ensuring that all persons who attend Town Events are able to enjoy the benefits of these events and the amenities offered by the Town without unreasonable disruption or material interference with presentations, performances, or official Town Event programming. This policy is intended to ensure that any conduct occurring at Town Events does not intentionally or inadvertently impede another person's view of the event, unreasonably disturb other attendees, or distract from the public's ability to enjoy Town Events. The Town of Yucca Valley values citizens' first amendment rights and their ability to express themselves in a public location.

Accordingly, and consistent with federal and state constitutional protections, including the First Amendment to the United States Constitution and Article I, Section 2 of the California

Constitution, this policy establishes reasonable time, place, and manner standards for expressive activity to protect public safety, preserve access and visibility, and ensure an orderly environment during Town Events. To that end, this policy will apply at all Town Events

Alternatives

None recommended.

Fiscal Impact:

None

Attachments

1. Yucca Valley First Amendment Activities Policy for Town Events

Yucca Valley First Amendment Activities Policy for Town Events

I. Purpose & Scope

Throughout the year, the Town of Yucca Valley hosts various events in, at, or near Town facilities (“Town Events”). These Town Events may include music, food, presentations, speeches, and other activities. Town Events take place indoors within Town facilities or within clearly designated areas of outdoor Town facilities as denoted by ropes, barriers, or maps prepared by Town staff prior to each event. These events are free and open to the public and are often attended by large numbers of people.

The Town has a significant interest in ensuring the safety of all attendees and in maintaining the enjoyment and accessibility of Town Events for all members of the public. The Town further has an interest in ensuring that all persons who attend Town Events are able to enjoy the benefits of these events and the amenities offered by the Town without unreasonable disruption or material interference with presentations, performances, or official Town Event programming. This policy is intended to ensure that any conduct occurring at Town Events does not intentionally or inadvertently impede another person’s view of the event, unreasonably disturb other attendees, or distract from the public’s ability to enjoy Town Events.

Accordingly, and consistent with federal and state constitutional protections, including the First Amendment to the United States Constitution and Article I, Section 2 of the California Constitution, this policy establishes reasonable time, place, and manner standards for expressive activity to protect public safety, preserve access and visibility, and ensure an orderly environment during Town Events. To that end, this policy will apply at all Town Events

II. Definitions

A. Free Speech Activities. For purposes of this policy, “free speech activities” means individual or group display of signs (other than provided for Town Event purposes); picketing, leafleting, collection of signatures, or marching; and any group activity involving the communication or expression, either orally or by conduct, of views and/or grievances, which has the effect, intent, or propensity to express that view or grievance to others.

B. Free Speech Zone. “Free Speech Zones” are fixed locations designated by Town staff for the conduct of Free Speech Activities. Each Free Speech Zone will be clearly delineated and marked for use during Town Events and will be large enough to reasonably accommodate multiple individuals and groups.

III. Rules for Use

A. Location. Free Speech Activities may occur only within the designated Free Speech Zones. No person may engage in Free Speech Activities inside indoor audience

areas, within secured performance zones, or in a manner that blocks or impedes entrances, exits, or emergency access routes.

B. Hours of Operation. Free Speech Zones will be available for use during all public hours of Town Events, as set forth in the official event schedules.

C. Registration and Access. No advance registration or permit is required to use a Free Speech Zone unless sound amplification is requested. Any person wishing to use a sound amplification device must first obtain a permit pursuant to Yucca Valley Municipal Code § 11.80.040, and must comply with the noise limits in YVMC § 9.34.080. For use of a sound amplification device in an Town Event not occurring in a Town park, building, or other “Facility,” as defined in Yucca Valley Municipal Code § 11.80.020, the proposed user must request City approval of such amplified sound use at least 48 hours in advance of the Town Event’s commencement so that staff may timely address possible impacts and reasonable time, place, and manner restrictions.

D. Capacity & Conduct. If the Free Speech Zone reaches its safe capacity, large groups may be asked to rotate use of the zone to ensure equitable access. Participants must not physically block pedestrian passage, harass, threaten, or physically touch event attendees. The use of tables or small stands is permitted within the Free Speech Zone if they do not interfere with circulation or create safety hazards.

E. Prohibited Conduct. Violent, obscene, or unlawful conduct is prohibited, consistent with state law and the Yucca Valley Municipal Code, including but not limited to the noise regulations in YVMC § 9.34.080. Additionally, no person may conduct Free Speech Activities, regardless of compliance with local noise ordinances, in a manner that materially and substantially interferes with the ability of attendees to hear or view event programming, or that otherwise substantially impairs the intended use of the event facilities by others. The Town retains the right to impose additional reasonable, content-neutral time, place, and manner restrictions as necessary to prevent material disruption, so long as ample alternative channels for expression remain available. Nothing in this policy shall be interpreted or applied in a manner that restricts speech based on the viewpoint or subject matter expressed.

F. Non-Interference with Town Event Operations. Free Speech Activities must be conducted in a manner that does not materially disrupt or interfere with Town Events, Town staff, or official programming. For purposes of this policy, a “material disruption” includes, but is not limited to, conduct (such as sustained loud noise or drumming) which substantially impairs the ability of event attendees to view, hear, or participate in official Town Event programming, as reasonably determined by Town staff. Material disruption is not limited to activities exceeding prescribed decibel limits, but may include any activity that, due to its nature, volume, or duration, significantly disturbs event operations or announcements. Town staff will document determinations regarding material disruption where practicable.

G. Policy Posting. Copies of this policy and applicable Free Speech Zone maps will be made available at event information booths and on the Town’s official website.

IV. Enforcement

Town staff and security may, after verbal warning (if feasible), require participants to comply with this policy. Continued or egregious violation may result in removal from the premises consistent with applicable law. Enforcement actions taken under this policy shall be content-neutral, applied regardless of the message conveyed, and shall be limited to what is reasonably necessary to restore order and ensure enjoyment of Town Events for all participants. At all times, Town staff will seek to provide clear alternatives for continued expressive activity that do not cause material disruption.

V. Administration and Amendments

The Town Council delegates authority to the Town Manager, or designee, to interpret, administer, and enforce this policy. The Town Manager, or designee, may amend or modify this policy concerning prohibited or regulated activities at Town Events as necessary to ensure public safety, operational efficiency, and compliance with law. Any such amendment or modification will take effect immediately and be posted at event information booths and on the Town's official website.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: October 14, 2025

Meeting Date: November 4, 2025

Subject: Senior Center Roof Replacement Project -Town Project No. 8061
Award of Construction Contract

Recommendation:

That the Town Council:

- Approves the award of a construction contract with Letner Roofing Company, in the amount of \$187,000.00 to construct Senior Center Roof Replacement;
- Authorizes construction, construction contingencies, and inspection costs in the total amount of \$240,000.00; and
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.

Prior Review:

Town Council adopted Resolution No. 25-19, approving the specifications for Project No. 8061, the Senior Center Roof Replacement Project, and authorized the Town Clerk to advertise and receive bids.

Discussion:

The Senior Center Roof Replacement Project consists of removing and disposing of the existing roof system and installing an adhered thermoplastic (PVC) felt-backed membrane system. The current roof system has exhausted its useful life and replacement is needed to avoid any water leaks.

Project plans and specifications were prepared, and the project was advertised for public bidding in the High Desert Star Newspaper. In addition, the project was advertised on F. W. Dodge, Construction Bid Board, High Desert Plan Room, Bid America Online, and the Town's website.

Sealed bids were received and opened on September 18, 2025. The Town received three (3) bids:

Bidder	City	Base Bid
Letner Roofing Company	Orange, CA	\$187,000.00
C&I Commercial & Industrial Roofing Co.	Orange, CA	\$191,298.41
Best Contracting Services Inc.	Gardena, CA	\$218,425.00

The Town has reviewed the bid packages and confirmed that Letner Roofing Company of Orange, California, is the lowest responsible and responsive bidder, with a total bid amount of \$187,000.00. If awarded by the Mayor and Town Council, construction work is anticipated to begin in November 2025 and be completed by November 2025, as stated in the bid document.

The award will include a higher than normal contingency due to potential unknown or unforeseen conditions that may be encountered during the roof replacement.

Alternatives

No alternatives are recommended by staff. The recommended action is necessary for the project to move forward.

Fiscal Impact:

Total SBCO Community Development Block Grant Funding allocated to the Town's Senior Center Improvements projects totals \$401,998, and accommodates the total project costs as identified below:

FY 2025/26 Budget:

CDBG Funding	<u>\$401,998.00</u>
Total Funding	\$401,998.00

Total Construction Estimated Cost:

Description	Cost
Bid Amount	\$187,000.00
Contingency	\$43,000.00
Inspection and Testing	<u>\$10,000.00</u>
Total Construction Estimated	\$240,000.00

Attachments

1. Bid Tabulations - Sr Center Roof Replacement
2. bid results sr center roof
3. letner roofing proposal sr center roof
4. TC Minutes 8 19 2025

BID OPENING: 2:30 P.M., September 18, 2025
FILE: Project No. 8061 - Senior Center Roof Replacement Project

BID TABULATION
FOR
CITYWIDE PAVEMENT REHABILITATION
(Slurry/Crack Seal)
PLAN NO. 13498

Item No.	BID ITEM DESCRIPTION	Estimated Quantity	Unit	Engineering Estimate		1st LOW Letner Roofing Co.		2nd LOW Commercial & Industrial Roofing Co Inc		3rd LOW Best Contracting Services, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization - Price not to exceed 2% of the Total Bid Amount	1	LS	3,200.00	3,200.00	3,740.00	3,740.00	5,593.57	5,593.57	4,300.00	4,300.00
2	Remove & Dispose Roof System Per Project Plans and Specifications	1	LS	45,000.00	45,000.00	36,975.00	26,975.00	67,225.39	67,225.39	37,670.00	37,670.00
3	Furnish and Install New Roof Per Project Plans and Specifications	1	LS	140,000.00	140,000.00	156,285.00	156,285.00	118,479.45	118,479.45	176,455.00	176,455.00
TOTAL BID				\$188,200.00		\$187,000.00		\$191,298.41		\$218,425.00	

TOWN OF YUCCA VALLEY BID OPENING LOG SHEET



BID OPENING DATE: September 18, 2025 2:30 PM

PROJECT DESCRIPTION:

Senior Center Roof Replacement Project No. 8061

Bidder's Name		Bid Bond 10%	Bid Amount
1	Best Contracting Services, Inc	✓	218,425.00
2	C & I Commercial & Industrial Roofing Co	✓	191,298.41
3	Letner Roofing Co.	✓	187,000.00
4			
5			
6			
7			
8			
9			
10			


Lesley Copeland, Town Clerk

NOTICE TO BIDDERS

If further information is needed regarding this work, please contact:

Alex Qishta – Public Works Director
Town of Yucca Valley
Public Works Department, Engineering Division
58928 Business Center Drive
Yucca Valley, CA 92284

Phone: 760-369-6579

Fax: 760-228-0084

E-mail: aqishta@yucca-valley.org

Monday through Thursday from 8:00 A.M. to 5:00 P.M.

All persons obtaining bid packets should immediately supply the Engineer with his or her facsimile telephone number in order that addenda and other information may be transmitted as rapidly as possible. **FAILURE TO PROVIDE SUCH A NUMBER MAY RESULT IN LATE NOTIFICATION.**

CONTRACTOR'S PROPOSAL

Danny Letner, Inc. dba Letner Roofing Company
Company

1490 N. Glassell St.
Address

Orange, CA 92867

714-633-0030
Telephone Number

689961
State License Number

Town of Yucca Valley
58928 Business Center
Yucca Valley, California 92284

Ladies and Gentlemen:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project No. 8061: SENIOR CENTER ROOF REPLACEMENT PROJCT** And read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work and shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "Schedule of Work Items"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor,

specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop or Office	Sub-Contractor Classification	Town of Yucca Valley Business License No. *
2	B&M Tear Off, Inc.	2531 Eden Plains Rd. Knightsen, CA, 94548	C39, C22, C21	TBD

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work by **November 30, 2025**.

Contractor, and any subcontractors utilized, shall be licensed in accordance with the provisions of the Contractor's License Law, Chapter 9 of Division 3 of the State Business and Professions Code. Additionally, the Contractor must have at the time of bid opening for this project the following classification(s) of Contractor's license and experience:

Classification

Classification (A), (B), (C-39)

OR

Appropriate calculations that required for the construction

BIDDER'S INITIATED ACKNOWLEDGEMENT OF ADDENDUMS:

ADDENDUM NO.1  **DATE:** Issued: 9/11/2025
9/18/2025

ADDENDUM NO.2 _____ **DATE:** _____

ADDENDUM NO.3 _____ **DATE:** _____

ADDENDUM NO.4 _____ **DATE:** _____



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 769864

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/23/2024 12:16:36 PM

Entity Information

B & M TEAR OFF INC
P O BOX 262
KNIGHTSEN, CA 94548
Business Phone Number:(925) 679-8413

Entity Corporation
Issue Date 10/06/1999
Reissue Date 09/27/2011
Expire Date **09/30/2025**

License Information

This license is current and active.

All information below should be reviewed.

Contractor's Bond

- C39 - ROOFING
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- C21 - BUILDING MOVING, DEMOLITION

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100160757

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual FELIPE BERNAL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/21/2017

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9217099

Effective Date: 10/13/2023

Expire Date: 10/13/2024

[Workers' Compensation History](#)

- ▶ 09/27/2011 - LICENSE REISSUED TO ANOTHER ENTITY
- ▶ 05/12/2015 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 05/04/2017 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 08/13/2021 - DOSH REGISTRATION VERIFIED FOR C22

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Home](#) > [Customer Account Lookup](#) > 1000009312 - B&M TEAR OFF INC

1000009312 - B&M TEAR OFF INC

Customer Account Lookup

PWCR

1000009312

Contractor Status

DIR Approved

CSLB

769864

Business Phone

(925)679-8413

Ext

Registration Start Date

2025-07-01

Legal Entity Name

B&M TEAR OFF INC

Doing Business As (DBA)

B&M TEAR OFF INC

Business Structure

Corporation - S corp

President

Felipe Bernal

Email

bmtear@bmtearoff.com

Registration End Date

2028-06-30

Roofer

Address

Mailing Address

2531 Eden Plains Raod

Mailing Address - City

Knightsen

Mailing Address - State

CA

Mailing Address - Zip

94548

Mailing Address - Country

United States

Physical Address

PMB 280 2420 SAN CREEK RD

Physical Address - City

BRENTWOOD

Physical Address - State

CA

Physical Address - Zip

94513

Physical Address - Country

Related Lists

Registration Dates 

[Terms &
Conditions](#)

[Privacy
Policy](#)

[Disclaimer](#)

[Nondiscrimination
Notice](#)

[Accessibility](#)

[dir.ca.gov](#)

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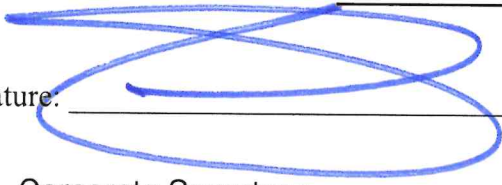
BIDDING FORM
SENIOR CENTER ROOF REPLACEMENT PROJECT
PROJECT NO. 8061

Name of Bidder Danny Letner, Inc. dba Letner Roofing Company

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for. The bids will be awarded on Base Bid.

BID SCHEDULE					
SENIOR CENTER ROOF REPLACEMENT PROJECT					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AMOUNT	SUBTOTAL
1	Mobilization per project specifications and bid item- not more than the 2% of bid amount	LS	1	3,740	3,740
2	Remove & Dispose Roof System Per Project Plans and Specifications	LS	1	26,975	26,975
3	Furnish & Install New Roof per Project Plans and Specifications	LS	1	156,285	156,285
GRAND TOTALBASE BID ITEMS (In Figures)			\$187,000.00		
GRAND TOTALBASE BID ITEMS (In Words)			One hundred eighty-seven thousand dollars.		

TOTAL BASE BID: \$187,000.00

Signature: 

Title: Corporate Secretary

Print Name: Stuart Hein

DIR Number: 1000002763

BUSINESS ADDRESS

1490 N. Glassell St., Orange, CA 92867

(s) Corporation - California

PHONE: 714-633-0030

E-MAIL: bids@letner.com

DATED: 9/18/2025

NOTE:

If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

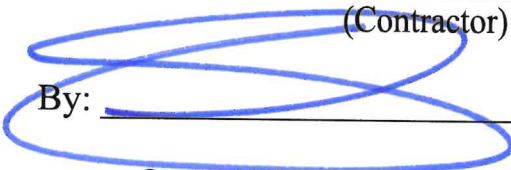
The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

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

Date: 9/18/2025

Danny Letner, Inc. dba Letner Roofing Company

(Contractor)

By: 

Stuart Hein, Corporate Secretary

(Title)

Attest By: 

Brooke Vazzano, Bid Coordinator

(Title)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

December 23, 2024

Letner Roofing Company
1490 N. Glassell Street
Orange, CA 928676

Re: Letner Roofing Company
5-year Workers Compensation Verification

To whom it may concern,

Please use this letter as confirmation of your Workers Compensation Carrier History from 2020 – 2025. This letter may be forwarded to any bid job you are working on who may request the confirmation of Letner Roofing Company's Workers Compensation Carrier History:

Year	Carrier	Policy Number
7/1/2024 – 7/1/2025 .	Federal Insurance Company	54326570
7/1/2023 – 7/1/2024 .	Federal Insurance Company	54326570
7/1/2022 – 7/1/2023 .	Liberty Mutual Fire Insurance Company	WC2Z91471939012
7/1/2021 – 7/1/2022 .	Liberty Mutual Fire Insurance Company	WC2Z91471939011
7/1/2020 – 7/1/2021 .	Liberty Mutual Fire Insurance Company	WC2Z91471939010

Alliant Insurance Services, Inc. verifies that Letner Roofing Company has had continuous, uninterrupted workers' compensation insurance for the last three (5) years. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,



Soham Naik
Account Executive
Alliant Insurance Services

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Danny Letner, Inc. dba Letner Roofing Company, proposed subcontractor B&M Tear Off Inc., hereby certifies that he has X, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000.00, or under, are exempt).

Currently, Standard Form 100 (EE-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filled the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(This affidavit shall be executed by all bidders at the time of bid submittal. Failure to execute the affidavit on this page will result in rejection of bid.)

NON-COLLUSION AFFIDAVIT

To the DEPARTMENT OF PUBLIC WORKS, TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA.

The undersigned in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract on anyone interested in the proposed contract; or take any action in restraint of free competitive bidding in connection with such contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Danny Letner, Inc. dba Letner Roofing Company

Firm Name

Signature of Bidder

Stuart Hein, Corporate Secretary

Printed Name and Title

1490 N. Glassell St., Orange, CA 92867

Business Address

Orange, CA

Place of Residence

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____
the above proved to me on the basis of satisfactory evidence to be the person who appeared
before me.

Signed _____

Notary Public in and for the County of _____, State of California.

My Commission expires on _____, _____ Year

See attached Jurat

JURAT

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

State of California

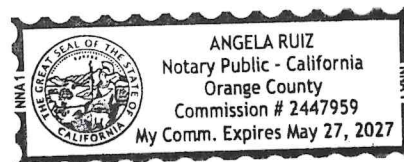
County of Orange

Subscribed and sworn to (or affirmed) before me on this 18 day of September,
2025 by Stuart Hein

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we Danny Letner, Inc. dba Letner Roofing Company as Principal, and Western Surety Company as Surety, are firmly held and bound unto the Town of Yucca Valley, organized and existing under the laws of the State of California, sometimes referred to as the Town, in the sum of \$TEN PERCENT (10%) of the ** (which is a sum no less than ten (10%) percent of the amount of the total bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors administrators and successors, jointly and severally, firmly by these presents.

** Total Amount of the Bid In Dollars

The condition of this obligation is such that, whereas the Principal has submitted to the Town the accompanying Proposal dated September 18, 2025, for the construction of:

SENIOR CENTER ROOF REPLACEMENT PROJECT

TOWN PROJECT NO. 8061

NOW, THEREFORE, if the Principal withdraws said proposal within the period specified in said Proposal, or if the Principal shall not, within ten (10) calendar days after the receipt from the Town of Notice of Award of the Contract for any reason whatsoever except the fault of the Town, enter into the Contract with the Town in accordance with the Principal's Proposal, give bonds with good and sufficient surety and furnish the certificates of insurance as stated in said Proposal, then the above obligation shall be and remain in full force and effect; otherwise it shall be null and void. In the event suit is brought upon this Bond by the Town and judgment is recovered, the surety and sureties shall pay all costs incurred by the Town in such suit, including attorney's fees to be fixed by the court.

Dated: September 12, 2025

Danny Letner, Inc. dba Letner Roofing Company

(Principal)

By:

Stuart Hein, Corporate Secretary

1490 North Glassell St., Orange, CA 92867

Western Surety Company) Surety)

(Business Address)

In presence of:

Martha J. Chase. Attorney-in-Fact

(Address)

1000 Wilshire Blvd., Ste 1800, Los Angeles, CA 90017

END OF BIDDERS BOND

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On 9/18/25 before me, Angela Ruiz, Notary Public,
(Here insert name and title of the officer)

personally appeared Stuart Heim

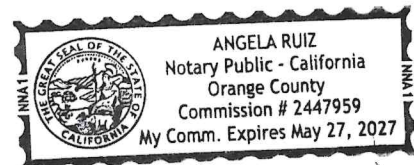
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

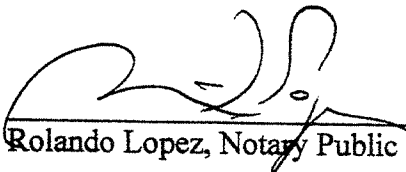
COUNTY OF LOS ANGELES

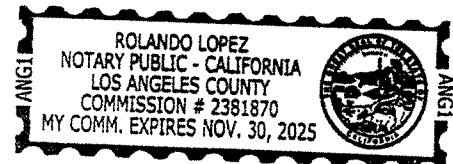
)
)ss.
)

On September 12, 2025 before me, Rolando Lopez, Notary Public, personally appeared Martha J. Chase, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 (Seal)
Rolando Lopez, Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Martha J. Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2023.



WESTERN SURETY COMPANY

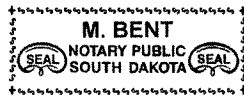
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of September, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Danny Letner, Inc. dba Letner Roofing Company

BIDDER'S FIRM NAME

REFERENCES – SENIOR CENTER ROOF REPLACEMENT PROJECT

Project No. 8061

Date 9/18/2025

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

Public Agency's Name & Address	Type of Project	Contract Amount	Date Completed	Contract Name, Title & Phone Number
1. Anaheim Union High School District, 501 N Crescent Way, Anaheim, CA 92801 Project Name and Address: Brookhurst JHS Re-Roofing, 601 N. Brookhurst St, Anaheim, CA 92801	Roofing 100%, Re-Roof	\$ 431,000.00	9/13/2024	Jennifer Keys, Procurement Contract Specialist (714) 999-2380 keys_j@auhsd.us
2. City of Placentia, 401 E Chapman Avenue, Placentia, CA 92870 Project Name and Address: Fire Station 1 & 2 Roof Replacement, 116 S. Bradford Ave/1530 N. Valencia Ave, Placentia, CA 92870	Roofing 100%, Re-Roof	\$ 234,555.00	02/29/2024	Joel Cardenas, Public Works Superintendent (714) 993-8245 jcardenas@placentia.org
3. City of Downey, 11111 Brookshire Ave, Downey, CA 90241 Project Name and Address: McCaughan Gym Roof Replacement, 12544 Rives Ave, Downey, CA 90241	Roofing 90% Sheet Metal 10% Re-Roof	\$ 355,360.00	10/18/2024	Matthew A. Baumgardner, Director of Public Works (562)904-7102 mbaumgardner@downeyca.c

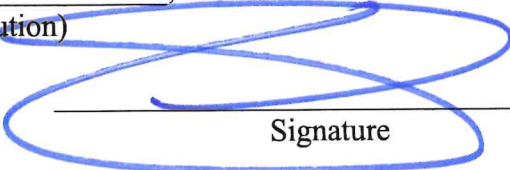
DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18 day of September 2025, at Orange, California.
(place of execution)



Signature

Stuart Hein
Name (print or type)

Corporate Secretary
Title

Danny Letner, Inc. dba Letner Roofing Company
Company

TOWN OF YUCCA VALLEY
NON-DEBARMENT CERTIFICATION

Instructions for Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why they cannot provide the certification set out below. The certification or explanation will be considered in connection with the Town's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Town determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Town to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Town or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
8. Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Expect for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower Tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies to the Federal Government, the Town may terminate this transaction for cause or default.

10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

COUNTY OF Orange

STATE OF California

Stuart Hein being first
(President or duly authorized Company official)

duly sworn deposes and says that he is Corporate Secretary
(official capacity)

of Danny Letner, Inc. dba Letner Roofing Company with the intention of becoming a primary
(name of company)

participant on Town of Yucca Valley Construction and that he certifies to the best of his knowledge and belief that said company and its principals:

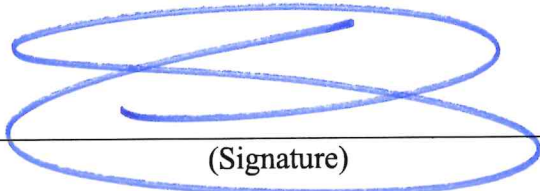
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Further affiant sayeth not.



(Signature)

Stuart Hein

(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this _____
Day of _____, 20_____

See attached Jurat

Notary Public

My commission expires: _____

JURAT

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

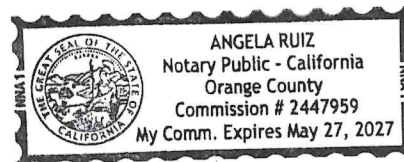
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 18 day of September,
2025 by Stuart Hein

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF
DANNY LETNER, INC.
IN LIEU OF ANNUAL MEETING**

Pursuant to California *Corporations Code* § 307(b), the undersigned, constituting all of the directors of Danny Letner, Inc., a California corporation (the "Corporation"), hereby unanimously adopt, approve and consent to the following actions and resolutions without a meeting:

1. Ratification of Past Acts

RESOLVED, that all actions taken by the officers of the corporation in furtherance of its business during the preceding year are hereby confirmed, ratified and approved.

2. Election of Officers

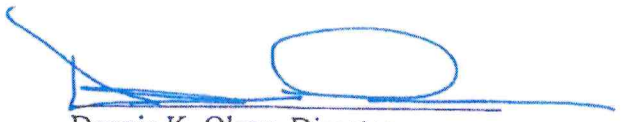
WHEREAS, the directors have determined that it is in the best interests of this Corporation to elect new officers;

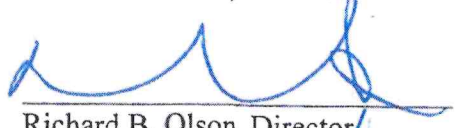
RESOLVED, the following persons are duly nominated and unanimously elected to the offices indicated after their name:

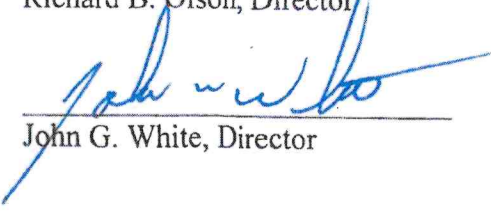
Dennis K. Olson	-	President/Chief Executive Office
Richard B. Olson	-	Vice President/Chief Financial Officer
German Gonzalez	-	Assistant Vice President
Stuart Hein	-	Secretary

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent of Directors on the date below written.

Dated: April 20, 2018

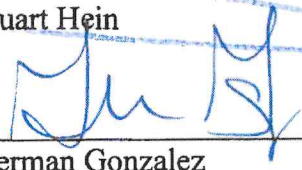

Dennis K. Olson, Director


Richard B. Olson, Director


John G. White, Director



Stuart Hein



German Gonzalez

STATE OF CALIFORNIA

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **689961**

Entity **CORP**

Business Name **DANNY LETNER INC DBA LETNER
ROOFING COMPANY**

Classification(s) **B C43 C39**

Expiration Date **06/30/2026**

www.cslb.ca.gov





CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 689961

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/10/2024 9:35:45 AM

Entity Information

DANNY LETNER INC
DBA LETNER ROOFING COMPANY

1490 N GLASSELL STREET
ORANGE, CA 92867
Business Phone Number: (714) 633-0030

Entity Corporation
Issue Date 06/08/1994
Expire Date **06/30/2026**

Check for Status

This license is current and active.

All information below should be reviewed.

License Activities

- ▶ [B - GENERAL BUILDING](#)
- ▶ [C43 - SHEET METAL](#)
- ▶ [C39 - ROOFING](#)

Bond Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

Bond Number: 58685073

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DENNIS KEITH OLSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/12/2016

[BQI's Bond History](#)

This license has workers compensation insurance with the **FEDERAL INSURANCE COMPANY**

Policy Number:54326570

Effective Date: 07/01/2023

Expire Date: 07/01/2025

Workers' Compensation History

Workers' compensation classification code(s):

54822 - Waterproofing-high wage

5553 - Roofing-high wage

55421 - Sheet Metal Work-high wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

► Personnel listed on this license (current or disassociated) are listed on other licenses.

Print Page

Print Page

Print Page

Print Page

Print Page

1000002763 - DANNY LETNER, INC.

Customer Account Lookup

PWCR

1000002763

Contractor Status

DIR Approved

CSLB

689961

Business Phone

(714)633-0030

Ext

Registration Start Date

2025-07-01

Crafts

Roofing Sheet Metal Worker

Legal Entity Name

DANNY LETNER, INC.

Doing Business As (DBA)

LETNER ROOFING COMPANY

Business Structure

Corporation - C corp

President

Dennis Olson

Email

amata@letner.com

Registration End Date

2028-06-30

Address

Mailing Address

1490 N GLASSELL

Mailing Address - City

ORANGE

Mailing Address - State

CA

Mailing Address - Zip

92867

Mailing Address - Country

UNITED STATES

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

[Registration Dates](#) 8

Town's Purchasing Policy;

And authorize the Town Manager, or designee to execute all documents for the purchase of the furniture and equipment.

- 10. Adopt the Yucca Mesa & Buena Vista Intersection Improvements Project, Town Project No. 7073, Approving Plans and Specifications, and Authorizing Advertisement and Construction Bidding**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE YUCCA MESA & BUENA VISTA INTERSECTION IMPROVEMENTS PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Find that the Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines under Section 15301 Existing Facilities, since the proposed Project consists of repair, maintenance, or minor alteration of existing streets.

Adopt Resolution No. 25-20, approving the plans and specifications for Yucca Mesa & Buena Vista Intersection Improvements Project, Town Project No. 7073, and authorizing the Town Clerk to advertise and receive bids.

- 11. Approve the Amendment No. 1 to Cooperative Agreement No. 25-1003191 with San Bernardino County Transportation Authority (SBCTA) SR62 Widening Project – Town Project No. 7075**

MOTION:

Approve Amendment No. 1 to the Cooperative Agreement No. 25-1003191 with San Bernardino County Transportation Authority (SBCTA) for Project Initiation Document (PID) And Project Approval and Environmental Document (PA/ED) phases for the State Route 62 widening project from Sage Avenue to Airway Avenue in the Town of Yucca Valley, authorizing the Town Manager or designee to sign the amendment to the Cooperative Agreement.

- 12. Adopt the Senior Center Roof Replacement Project, Town Project No. 8061, Authorization to Advertise Construction and to Receive Bids, Community Development Block Grant (CDBG) funds.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE SENIOR CENTER ROOF REPLACEMENT PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Adopt Resolution No. 25-21, approving the specifications for Senior Center Roof Replacement Project, Town Project No. 8061, and authorizing the Town Clerk to

advertise and receive bids.

13. Approve the Approval of Agreement for Governmental Relations Services-Amendment #1

MOTION:

- Approve an Agreement Amendment for Governmental Relations Services with Capitol Advocacy, continuing the current, written fee agreement and setting forth the scope of services and fees to be charged for Town Governmental Relations services, through June 30, 2026.
- Authorize the Town Manager to execute the Amendment Agreement for Services using the Town's standard form Professional Services Agreement and Amendment Agreement.

14. Approve the Fall/Winter 2025-26 Planned Programs - Community Services Dept

MOTION:

Accept the recommendation of the Parks, Recreation and Cultural Commission and approve the Fall/Winter 2025-26 programs and events organized and conducted by the Community Services.

15. Approve the AB1234 Reporting Requirements

MOTION:

Receive and file the AB1234 Reporting Requirement Schedule for the month of July 2025.

16. Approve the Ratification of Warrant Registers

MOTION:

Ratify the Payroll Registers totaling \$281,803.13 dated July 03,2025, and \$305,849.50 dated July 18, 2025.

Ratify the Warrant Registers totaling \$892,933.50 dated July 03,2025, \$3,462,646.23 dated July 18, 2025, and \$528,025.29 dated July 23,2025

Mayor Drozd opened public comments for items on the consent agenda. With no members of the public wishing to speak, public comments were closed.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: October 21, 2025

Meeting Date: November 4, 2025

Subject: Memorandum of Understanding (MOU) between Town of Yucca Valley (Town) and Morongo Unified School District (District) for the School Resource Officer Program

Recommendation:

That the Town Council approves the Memorandum of Understanding between the Town of Yucca Valley and the Morongo Unified School District regarding service relative to the School Resource Officer Program and authorize the Town Manager to sign all necessary documents.

Prior Review:

On December 3, 2019 the Town Council approved the Memorandum of Understanding (MOU) between the Town and the Morongo Unified School District (District) for the School Resource Officer Program for the period of FY2020-2024.

Discussion:

The Town of Yucca Valley's Memorandum of Understanding (MOU) with the Morongo Unified School District (MUSD) maintains the partnership to address specific public safety needs at Yucca Valley schools and maintain the outreach of the School Resource Officer Program. The last MOU established a funding rate to share the costs of the School Resource Office Program based on the Schedule A annual amounts for the position beginning in FY2020-21 through FY2023-24, with an established rate of 50% contribution from FY2024 and thereafter. The District has requested an updated MOU to establish the ongoing rate of 50% annual contribution and ensure that all language was current and appropriate for ongoing policies. Town staff has reviewed the MOU and established the only change applies to the annual payment language, Section C, to ensure the amount not to exceed of 50% of the Schedule A cost of the annual School Resource Office as identified in the red-line version attached to this report.

Alternatives

Town staff recommends no other alternatives.

Fiscal Impact:

The FY2025-26 cost for the School Resource Officer is \$251,205, with a contribution from the District to be \$125,602 this fiscal year.

Attachments

1. DRAFT MOU-SRO YV 2025
2. CON-SHERIFF-12-16-2025 Yucca Valley LE Service FY25-26 AGR94-832 A35 - Service Costs

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is for the SCHOOL RESOURCE OFFICER PROGRAM between MORONGO UNIFIED SCHOOL DISTRICT and THE TOWN OF YUCCA VALLEY and will remain in effect until rescinded by either party.

This MOU is in regards to services relating to the School Resource Officer. Both parties have partnered to combat violence at Yucca Valley High School and surrounding schools, maintaining the outreach of the School Resource Officer Program.

General

The Town of Yucca Valley and the Morongo Unified School District agree as follows:

- A. The County of San Bernardino (County) assigns some of its employees to provide contract law enforcement services for the Town through a contract for public safety services. All positions and related employees providing services through the public safety services contract are employees of the County of San Bernardino, including the position of School Resources Officer. The position of School Resource Officer will be under the supervision of the County of San Bernardino Sheriff's Department. The School Resources Officer will perform services under this MOU as an employee of the County, who has been assigned to perform work for the District. The Town of Yucca Valley will fund the position for full salary and benefits.
- B. The School Resource Officer will work with the school administrator to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on campus or at school related functions, or other functions as mutually determined between the San Bernardino County Sheriff's Department and the District.
- C. ~~Morongo Unified School District shall make an annual payment not to exceed a total of \$57,411 one-half (50%) of the Schedule A cost of the annual School Resource Officer for each fiscal period. the period July 1, 2025, through June 30, 2026. Parties agree to increase the contribution amount in the following manner, attaining a one-half cost contribution of the Schedule A cost of the annual School Resource Officer as follows:~~

C.

~~FY2026-27—30%~~

~~FY2027-28—40%~~

~~FY2028-29 and beyond 50%.~~

- D. The Town of Yucca Valley shall submit one invoice annually for services rendered under this MOU.
- E. Student information is protected under the Family Educational Rights and Privacy Act ("FERPA"). (See also 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, California Education Code sections 49060-49085.) 34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of personally identifiable information ("PII") from the education record of a student. An exception to the consent requirement applies when the District contracts with a third party to perform institutional services or functions otherwise performed by school employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to requirements of FERPA governing the use and re-disclosure of personally identifiable information from education.
- F. The County will provide the District presence of an SRO at regularly scheduled Board of Education meetings (find calendar [here](#) or on District webpage). An individual request will be sent from the District's Superintendent's Office to County if an SRO will be needed at any Special Meetings. The hours of coverage will be approximately 6-9 p.m. The coverage can be a rotation of East/West end SRO's and/or whomever is available. If neither SRO is available the County will assign a Detective or Sergeant (in this order).

Fees and Payment

The District agrees to reimburse the County for the following rates of coverage:

- | | |
|-----------------------------------|---------------|
| (a) Sheriff Deputy (current SROs) | \$125.71/hour |
| (b) Sheriff Detective | \$138.74/hour |
| (c) Sheriff Sergeant | \$164.34/hour |

The County agrees to submit a monthly invoice for reimbursement to the District Superintendent's office. The Superintendent's Office will approve and forward to Accounting for reimbursement.

The District may share access to all campus surveillance system records as well as school bus surveillance with Police Department at times and in the manner that will protect the reasonable privacy expectations of the District's students pursuant to FERPA, as well as reasonable privacy expectations of District staff. For purposes of FERPA, the District has designated Police Department as a contractor that satisfies the requirements to be considered a "school official" under FERPA. The District and Town of agree that the Town is not responsible for monitoring, enforcing, or ensuring that the County of San Bernardino Sheriff's Department complies with federal or state law, or District policies and procedures.

Term

- A. The term of this MOU shall be ongoing unless terminated by either party with a 30 day advance written notice to the other party.

Parties Agree

The parties have caused this Memorandum of Understanding to be executed as of the date indicated above in Section "Term", Paragraph A.

Curtis Yakimow, Town Manager
Town of Yucca Valley

David Daniels, Assistant Superintendent
Morongo Unified School District

Robert Warrick, Captain
SBC Sheriff's Department

SCHEDULE A
Law Enforcement Services Contract
Town of Yucca Valley
2025-26

LEVEL OF SERVICE	COST	MOU INCREASES (EFF. 10/4/25)	TOTAL NEW CONTRACT AMOUNT (EFF. 10/4/25)
0.52 Lieutenant	\$ 206,821 ¹	\$ 17,762 ¹	\$ 224,583 ¹
2.23 Sergeant	725,362 ¹	57,651 ¹	783,013 ¹
2.22 Detective/Corporal	612,196 ¹	56,004 ¹	668,200 ¹
10.41 Deputy Sheriff	2,390,625 ¹	224,419 ¹	2,615,044 ¹
2.00 Deputy Sheriff (non-relief)	459,294 ¹	43,116 ¹	502,410 ¹
1.00 School Resource Officer	229,647 ¹	21,558 ¹	251,205 ¹
2.36 Sheriff's Service Specialist	191,086 ¹	34,395	225,481 ¹
3.13 Office Specialist	309,687 ¹		309,687 ¹
0.00 Motor Pool Services Assistant	35,089	(35,089)	-
4.00 Marked Unit	90,634 ²		90,634 ²
2.00 Marked Unit - 4X4 SUV	51,376 ²		51,376 ²
1.00 Marked K-9 Unit	28,400 ²		28,400 ²
2.00 Unmarked Unit	22,790 ²		22,790 ²
2.00 Pickup truck	21,965 ²		21,965 ²
3.00 Citizen Patrol Donated Truck (Equip & Comm Only)	3,920 ³		3,920 ³
Dispatch Services	364,881 ¹		364,881 ¹
23.00 HTs (Amortization, Access & Maintenance)	36,846		36,846
1.00 Additional MDCs (Access Only)	571		571
1.00 Additional MDCs	1,175		1,175
17.00 Taser Replacement (Amortized over 5-years)	17,538		17,538
Administrative Support	32,912		32,912
Office Automation	80,984		80,984
Body Worn Cameras	24,287		24,287
Vehicle Insurance	39,189		39,189
Personnel Liability & Bonding	438,808		438,808
Workers' Comp Experience Modification	(21,630)		(21,630)
County Administrative Cost	94,947		94,947
Cost for FY2025-26	\$ 6,489,400 ¹⁻⁵	\$ 419,817 ¹	\$ 6,909,216 ¹⁻⁵

Monthly Payment Schedule

1st payment due July 15, 2025:	\$540,787
2nd through 3rd payments due the 5th of each month:	\$540,783
4th payment due October 5, 2025:	\$587,431
5th through 12th payments due the 5th of each month:	\$587,429

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.

⁴ Services and supplies will be billed to the City on a quarterly invoice.

⁵ Grant funded, donated and non-replaceable vehicles will incur a vehicle insurance and equipment connection cost for the period the vehicle is in use.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Debra Breidenbach-Sterling, Human Resources and Risk Manager

Date: October 22, 2025

Meeting Date: November 4, 2025

Subject: Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on September 15, 2025, by Charles Albert Gabriels.

Prior Review:

There has been no prior Council review on this item.

Discussion:

Under state law, a claim for personal damage must be presented in accordance with Government Code Section 910. Based upon staff and legal review, it is recommended that the claim be rejected in accordance with Government Code 913 and 915.4. If Council wishes to discuss the nature and content of the claim, a closed session under the same terms of the Brown Act is appropriate.

When the Town receives a claim, a review is conducted regarding the charges of the claim. Based on legal review and/or review by our insurer California Intergovernmental Risk Authority, a claim is either recommended for rejection or a settlement is attempted.

Alternatives

No alternative is recommended.

Fiscal Impact:

None

Attachments

None

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Shane Stueckle, Deputy Town Manager

Date: October 23, 2025

Meeting Date: November 4, 2025

Subject: Resolution designating the Planning Commission as the Local Appeals Board and Housing Appeals Board pursuant to the 2022 California Building Code Section 1.8.8

Recommendation:

That the Town Council adopt Resolution No. 25-XX, designating the Planning Commission as the Local Appeals Board and Housing Appeals Board pursuant to Section 1.8.8 of the 2022 California Building Code

Prior Review:

There has been no prior review on this item.

Discussion:

The 2022 California Building Code (CBC), of the California Code of Regulations (CCR), Title 24, California Building Standards Code, as adopted by the State of California, requires each city and county to establish a process to hear and decide appeals of decisions made by the enforcing agency related to the application and interpretation of building regulations.

2022 California Building Code, Section 1.8.8.1 (General) states:

“Every city, county, or city and county shall establish a process to hear and decide appeals of orders, decisions, and determinations made by the enforcing agency relative to the application and interpretation of this code and other regulations governing construction, use, maintenance, and change of occupancy. The governing body... may establish a local appeals board and housing appeals board to serve this purpose.”

Designation of the Planning Commission as the Local Appeals Board and Housing Appeals Board will ensure that appeals are reviewed consistent with state law requirements.

Alternatives

None

Fiscal Impact:

None

Attachments

1. Resolution No. 25-XX - PC Appeals Board Designation
2. 2022 California Building Code Section 1.8.8 Appeals Board

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, DESIGNATING THE PLANNING COMMISSION AS THE LOCAL
APPEALS BOARD AND HOUSING APPEALS BOARD PURSUANT TO SECTION 1.8.8
OF THE 2022 CALIFORNIA BUILDING CODE (CBC) OF CALIFORNIA CODE OF
REGULATIONS (CCR), TITLE 24, CALIFORNIA BUILDING STANDARDS CODE**

WHEREAS, the California Building Code, Section 1.8.8.1 requires that each city, county, or city and county establish a process to hear and decide appeals of orders, decisions, and determinations made by the enforcing agency relative to the application and interpretation of building codes and related regulations; and

WHEREAS, the California Building Code provides that a governing body may establish a Local Appeals Board and Housing Appeals Board to perform this function; and

WHEREAS, members of such boards shall not be employees of the enforcing agency and shall be knowledgeable in applicable building codes, regulations, and ordinances; and

WHEREAS, the Town Council desires to designate the Planning Commission as the Local Appeals Board and Housing Appeals Board for the purpose of hearing appeals related to the enforcement, interpretation, and application of the California Building Code and related building regulations; and

WHEREAS, the Town Council finds that this designation is consistent with the qualifications and intent of Section 1.8.8 and ensures a fair and efficient appeals process.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA HEREBY RESOLVES, FINDS AND DETERMINES AS FOLLOWS:

SECTION 1. The Town Council hereby specifically finds that all of the facts set forth in the recitals of this Resolution are true and correct.

- A. Designation of Board: The Town of Yucca Valley Planning Commission is hereby designated as the Local Appeals Board and Housing Appeals Board pursuant to Section 1.8.8 of the 2022 California Building Code.
- B. Duties: The Planning Commission shall hear and decide appeals of orders, decisions, and determinations made by the Town relating to the application and interpretation of California Code of Regulations (CCR), Title 24, California Building Standards Code and related regulations.
- C. Membership: The Planning Commission members shall serve in this capacity as part of their appointed roles, provided they meet the statutory qualifications, and none shall be employees of the enforcing agency.

D. Severability: If any section, subsection, clause, or phrase of this Resolution is held invalid, such invalidity shall not affect the remaining portions of the Resolution.

E. Effective Date: This Resolution shall take effect immediately upon adoption.

SECTION 2. The Town Clerk is hereby directed to file this Resolution and to preserve said Resolution as public record.

PASSED AND ADOPTED this day of , 2025.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

2. Evidence shall be submitted to substantiate claims that the proposed alternate, in performance, safety and protection of life and health, conforms to, or is at least equivalent to, the standards contained in this code and other rules and regulations promulgated by the Department of Housing and Community Development.
3. The local building department may require tests performed by an approved testing agency at the expense of the owner or owner's agent as proof of compliance.
4. If the proposed alternate is related to accessibility in covered multifamily dwellings or in facilities serving covered multifamily dwellings as defined in Chapter 2, the proposed alternate must also meet the threshold set for equivalent facilitation as defined in Chapter 2.

For additional information regarding approval of alternates by a building department pursuant to the State Housing Law, see California Health and Safety Code Section 17951(e) and California Code of Regulations, Title 25, Division 1, Chapter 1, Subchapter 1.

1.8.7.3 Department of Housing and Community Development. The Department of Housing and Community Development may approve alternates for use in the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal or demolition of apartments, condominiums, hotels, motels, lodging houses, dwellings or an accessory thereto and permanent buildings in mobilehome parks and special occupancy parks. The consideration and approval of alternates shall comply with the following:

1. The department may require tests at the expense of the owner or owner's agent to substantiate compliance with the California Building Standards Code.
2. The approved alternate shall, for its intended purpose, be at least equivalent in performance and safety to the materials, designs, tests or methods of construction prescribed by this code.

SECTION 1.8.8 APPEALS BOARD

1.8.8.1 General. Every city, county, or city and county shall establish a process to hear and decide appeals of orders, decisions and determinations made by the enforcing agency relative to the application and interpretation of this code and other regulations governing construction, use, maintenance and change of occupancy. The governing body of any city, county, or city and county may establish a local appeals board and a housing appeals board to serve this purpose. Members of the appeals board(s) shall not be employees of the enforcing agency and shall be knowledgeable in the applicable building codes, regulations and ordinances as determined by the governing body of the city, county, or city and county.

Where no such appeals boards or agencies have been established, the governing body of the city, county, or city

and county shall serve as the local appeals board or housing appeals board as specified in California Health and Safety Code Sections 17920.5 and 17920.6.

1.8.8.2 Definitions. The following terms shall for the purposes of this section have the meaning shown.

HOUSING APPEALS BOARD. The board or agency of a city, county, or city and county which is authorized by the governing body of the city, county, or city and county to hear appeals regarding the requirements of the city, county, or city and county relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. In any area in which there is no such board or agency, "Housing appeals board" means the local appeals board having jurisdiction over the area.

LOCAL APPEALS BOARD. The board or agency of a city, county, or city and county which is authorized by the governing body of the city, county, or city and county to hear appeals regarding the building requirements of the city, county, or city and county. In any area in which there is no such board or agency, "Local appeals board" means the governing body of the city, county, or city and county having jurisdiction over the area.

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance by a city, county, or city and county, may appeal the issue for resolution to the local appeals board or housing appeals board as appropriate.

The local appeals board shall hear appeals relating to new building construction and the housing appeals board shall hear appeals relating to existing buildings.

SECTION 1.8.9 UNSAFE BUILDINGS OR STRUCTURES

1.8.9.1 Authority to enforce. Subject to other provisions of law, the administration, enforcement, actions, proceedings, abatement, violations and penalties for unsafe buildings and structures are contained in the following statutes and regulations:

1. For applications subject to the State Housing Law as referenced in Section 1.8.3.2.1 of this code, refer to Health and Safety Code, Division 13, Part 1.5, commencing with Section 17910 and California Code of Regulations, Title 25, Division 1, Chapter 1, Subchapter 1, commencing with Section 1. For enforcement related to accessory dwelling units, see Section 17980.12 operative until January 1, 2035.
2. For applications subject to the Mobilehome Parks Act as referenced in Section 1.8.3.2.2 of this code, refer to Health and Safety Code, Division 13, Part 2.1, commencing with Section 18200 and California Code of

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: October 23, 2025

Meeting Date: November 4, 2025

Subject: Authorization to Purchase Replacement Fleet Vehicle/Equipment.
Replacement of Unit #19 and Unit #62

Recommendation:

That the Town Council:

1. Amends the FY2025-26 Special Revenue Fund Budget to allocate \$100,000.00 for vehicle and equipment replacement from the Capital Project Reserve Fund 800; and
2. Authorizes the purchase of one (1) new Hyster® H60A Lift Truck from Hyster-Yale Materials Handling, Inc. in an amount not to exceed \$36,394.00 to replace vehicle #62;
3. Authorizes the purchase of one (1) new Reelmaster 3100-D lawn mower from Toro in an amount not to exceed \$54,064.94 to replace unit #19; and
4. Declares the 1990 Clark GPX20 Forklift unit #62 and the 2005 Toro Reelmaster 3100-D (72" cut) unit #19 as surplus, and approves the sale of the surplus vehicles/equipment, authorizing the Town Manager or designee to sell the vehicle through a public bidding/auction or consignment process or disposition through dismantling services.

Prior Review:

There has been no prior review of this matter.

Discussion:

Each fiscal year there is a planned replacement for vehicles and equipment throughout the Town under established guidelines. Factors considered in the replacement of vehicles include excessive mileage, age, maintenance costs, unit hours, maintenance history, safety, and normal life expectancy. This item is typically considered once the budget is adopted. However, due to limited national inventory and lead time for these specific vehicles, staff is recommending the acceleration of the FY2026-27 Vehicle Purchase Plan.

Replacement unit #62 was bid through Sourcewell, formerly known as the National Joint

Powers Alliant (NJPA) program, at a discounted rate of 25% to 38%. The Sourcewell program is a public agency, member-driven service cooperative that serves over 50,000 members. Sourcewell offers a multitude of contracted products, equipment, and service opportunities to local government agencies. Sourcewell offers members purchasing contracts that are competitively bid nationally, enabling contracted suppliers and member agencies to work smarter and more efficiently and bring considerable value to member agencies. Sourcewell does this by establishing a business and service alliance between member buyers and contracted suppliers, ensuring a successful national purchasing program.

Staff utilized Contract # 053024, which was issued on September 11, 2024, and is valid until July 23, 2028.

Toro is the sole supplier of the mower and can not be purchased through any agents. The replacement of unit #19 was scheduled for FY2026-27. Due to the long lead time of getting this equipment (around 12 months), staff are expediting this purchase so we can have it by next year.

The following equipment needs to be replaced:

Vehicle #62	Forklift	35 years	1,842 hours
Vehicle #19	Lawnmower	20 years	18,973 hours

After the purchase of the new equipment, the replaced vehicles will be sold through an auction/consignment or through disposition.

Alternatives

Do not purchase new heavy equipment or vehicles.

Fiscal Impact:

The current FY2025-26 Capital Project Reserve Fund 800 budget maintains a Vehicle Reserve Replacement allocation of \$276,424.00. Allocations to the Vehicle Reserves are reviewed at each fiscal year-end based upon total annual excess General Fund Reserves at an amount not to exceed 125% of annual depreciation. It is recommended to allocate an additional \$100,000.00 from Vehicle Reserves to accommodate the cost of the proposed equipment.

Attachments

1. Hyster-Yale Contract 053024
2. Town of Yucca Valley, CA, H60A (1), 2025-1303332
3. CRQuoteQ011433
4. Vehicle and Equipment Replacement Schedule 2025-2035
5. 1000012782
6. Toro Reelmaster
7. Exhibit A - Capital Project Reserve Fund 11.4.25



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyster-Yale Materials Handling, Inc., 1400 Sullivan Drive, Greenville, NC 27834 (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 Forklifts, Lift Trucks with Related Products 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.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **July 23, 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.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. 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 Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

All Equipment and Products under this Contract will be priced based on the discount percentages stated in Supplier's Proposal. The discount percentages shown in Supplier's Proposal shall remain fixed until October 25, 2027.

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 within a reasonable time after delivery. If the damage is not readily apparent at the time of delivery and Supplier or its dealer is unable to repair or replace the damaged Equipment or Products, Supplier must permit the Equipment and Products to be returned within a reasonable time after delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within 10 business days 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, at Supplier's sole option and cost, the Supplier will repair or 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;
- 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 reserves the right, in its sole discretion, to reject any purchase order submitted under this Contract.

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 Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier in writing that it intends to do so pursuant to this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue a purchase order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All purchase orders are subject to acceptance by Supplier. 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.** In the event there is conflict between the terms of any Participating Entity purchase order and this Contract, the terms of this Contract shall prevail. 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 or the Supplier than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Supplier nor Supplier's authorized dealers may propose terms that materially deviate from the terms of the 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.

Unless a result of the two listed event exceptions, no orders may be terminated, in whole or in part, within 90 days prior to scheduled order shipment. Such termination of an order will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee of 0.75% to Sourcwell on all Equipment and Products, 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 Administrative Fee does not apply to any extended protection plans, replacement parts, accessories, batteries, chargers, tires, service, delivery or shipping charges, or taxes.

The Supplier will submit payment to Sourcwell 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. Such payment will only be submitted after all units have been fully installed by Supplier and accepted by Participating Entities. No payment will be earned if Participating Entity's account is delinquent. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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 Sourcwell 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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier dealers for performance without Sourcwell's and/or a Participating Entity's prior written consent.

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

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

E. **CONTRACT COMPLETE.** This Contract 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 (“Indemnitees”), harmless from any third-party claims or causes of action, including reasonable attorneys’ fees incurred by Sourcewell or its Participating Entities, arising from injury or death to any person or damage, loss or destruction to any property to the extent it results from a design or manufacturing defect in the Equipment or Products attributable to the Supplier. Supplier shall not be obligated to indemnify the Indemnitees for (1) any damages caused by the alteration or modification of Equipment or Product not made or authorized in writing by Supplier, or (2) the negligence or intentional acts or omissions of Indemnitees. Indemnitees agree to notify Supplier within ten business days of receipt of notice of any such proceeding or claim and to provide information and assistance to Supplier in the defense of any claim or proceeding. 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.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademark(s) provided by Supplier in certain advertising and promotional materials directed to Participating Entities for the purpose of marketing Supplier’s relationship with Sourcewell, for use in the U.S. only and as long as there is a commercial relationship between Supplier and Sourcewell. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
 - a. Sourcewell’s Contract Directory located on Sourcewell’s website and/or in a printed format for distribution by Sourcewell;
 - b. Sourcewell’s Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell’s website;

- c. Tradeshow or other conference banners prepared and approved by Sourcewell; and
- d. Award-announcement emails; and
- e. Printed brochures and promotional flyers for distribution by 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. A party shall review, and in its discretion approve, each use of the other party’s trademarks by its respective Permitted Sublicensees. 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. Permitted Sublicensees must comply with removal requests as to specific uses of its trademarks or logos. Upon written notice to the breaching party 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.

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.

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 recoverable damages as set forth herein. 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR OTHERWISE, NO PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

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, products-completed operations, 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 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.

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 and/or its participating dealers 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 Supplier and/or its participating dealers conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** 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.

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 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 CERTIFICATION.** To the extent applicable, and if a Participating Entity gives Supplier notice of such a requirement when placing an order, Supplier will advise Participating Entity whether the equipment it seeks to purchase would 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 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.

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.

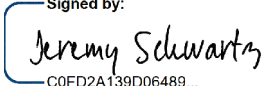
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

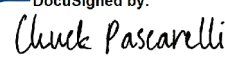
22. CANCELLATION

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 and will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

Sourcewell

Hyster-Yale Materials Handling, Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 9/11/2024 | 9:23 AM CDT

DocuSigned by:

 By: 686F7BA906B2477...
 Chuck Pascarelli
 Title: President Americas
 Date: 9/11/2024 | 6:03 AM PDT

053024-HYS

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name: Hyster-Yale Group, Inc.
Address: 1400 Sullivan Drive
Greenville, NC 27834
Contact: Carl Traub
Email: carl.traub@hyster-yale.com
Phone: 252-347-5724
Fax: 248-287-4500
HST#:

Submission Details

Created On: Thursday April 11, 2024 07:48:39
Submitted On: Thursday May 30, 2024 14:01:32
Submitted By: Elizabeth Brooks
Email: elizabeth.brooks@hyster-yale.com
Transaction #: 35698aa5-1912-4ac5-a66e-af9b1d6a183b
Submitter's IP Address: 69.26.48.45

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")	Hyster-Yale, Inc., designs, engineers, manufactures, sells, and services a comprehensive line of lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Nuvera Fuel Cells, LLC, is an alternative power, technology company focused on the design, manufacture and sale of hydrogen fuel cell stacks and engines. Nuvera supplies fuel cell engines to Hyster Yale Group for integrated lift truck engines. It also supplies fuel cell stacks and engines to external customers, integrators, and partners who use them to develop clean energy power solutions.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	We go to market with our two lift trucks brands Hyster Trucks and Yale Lift Truck Technologies.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 30076 UID: D8QCWPDLPN98	*
5	Proposer Physical Address:	Americas Headquarters, 1400 Sullivan Drive, Greenville, NC 27834	*
6	Proposer website address (or addresses):	www.hyster-yale.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):	Chuck Pascarelli, President Americas, 1400 Sullivan Drive, Greenville, NC 27834, chuck.pascarelli@hyster-yale.com, 252-931-5475	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Sheppard, Sales Account Representative, 1400 Sullivan Drive, Greenville, NC 27834, josh.sheppard@hyster-yale.com, 252-420-8192	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carl Traub, Manager, Government Sales, 1400 Sullivan Drive, Greenville, NC 27834 carl.traub@hyster-yale.com, 252-347-5724	

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.	The Company's history has been marked by innovation in the Hyster ® and Yale ® brands that have helped power the industry forward. Yale was responsible for introducing the industry's first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company's MONOTROL ® pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today. Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks. Yale brand history officially begins when Yale & Towne purchases the C.W. Hunt Co. of Staten Island, NY, which had developed the industry's first battery-powered low-lift platform truck in 1919. This same year, Yale & Towne launches a new battery-powered low-lift platform truck and a range of high-lift platform trucks, tow tractors and one of the first lifting trucks with tilting forks. The Willamette-Ersted Company was founded in Portland, OR, as a manufacturer of winches and lifting machines for the timber industry. Legend has it that loggers using the equipment would cry out "hoister" as they prepared to lift a load. The	

expression, spelled out as Hyster, sticks, marking the beginning of the storied Hyster lift truck history. In 1944, The Willamette Hyster Company formally adopts the name Hyster Company and continues to build on its reputation for durable and often massive lifting machines. During World War II the company's products are distributed overseas. The international presence helps establish a global network of manufacturing plants and dealer organizations.

In 1985 North American Coal Company purchased Yale and in 1989 it purchased Hyster Company to form a new company NACCO Material Handling Group (NMHG) to integrate and manage the two companies as one.

In 2004, all NMHG facilities are awarded ISO 9001:2000 quality accreditation.

Following this, both the Hyster® and Yale® brands begin to roll out a complete new generation of ICE (internal combustion engine) trucks, with a modular design platform and innovative features, providing unprecedented reliability and value to users.

As warehousing and distribution hubs grow worldwide, the Hyster® and Yale® brands introduce the sophisticated VNA (very narrow aisle) truck, featuring a unique quad mast design. Both the Hyster® and Yale® brands later introduce a new generation of Electric Counterbalance trucks, which continues the Company's strategy of modular design and innovation, while offering customers both outstanding performance and significant savings in operational costs.

In 2012, Hyster-Yale Materials Handling, Inc. formed as an independent public company following spin-off by NACCO Industries, Inc. and in January 2016, NMHG changes its name to Hyster-Yale Group to reinforce its position as the operating company under Hyster-Yale Materials Handling, Inc.

In December 2014, NMHG, Hyster-Yale's operating company, acquires Nuvera Fuel Cells, LLC, an alternative-power technology company focused on fuel cell stacks and engines, on-site hydrogen production and dispensing systems.

Hyster-Yale Group in 2016 completes the acquisition of Bolzoni S.P.A., a leading worldwide provider of attachments, forks and lift tables under the Bolzoni Auramo® and Meyer® brand names.

Hyster-Yale's vision is to transform the way the world moves materials from Port to Home. This transformation includes engaging the imagination and creativity of the Company's employees to lessen the impact of material movement on people, the environment and the economy. The vision is supported by a customer-centric mission based on delivering two promises: (1) thoroughly understanding customer applications and offering optimal solutions that will improve productivity at the lowest cost of ownership, and (2) providing exceptional customer care by never letting the customer down and by creating increased value from initial engagement through the product lifecycle and on to the next ownership experience.

Hyster-Yale participates in attractive global markets that support solid long-term growth potential. Success in these markets revolves around delivering the customercentric solutions which are at the core of Hyster-Yale's mission. To meet specific customers' materials handling needs, the Company, through its subsidiaries, offers a full line of high-quality, application-tailored lift trucks and solutions, including attachments and hydrogen fuel cell powered products, as well as telematics, automation and other technology-driven services. The Company is focused on ensuring it has the right products and the necessary infrastructure to fully serve its customers. In addition, it operates using a differentiated business model that is built around deploying limited capital efficiently to generate high returns. As a result, Hyster-Yale makes investments in its areas of expertise, while minimizing capital deployed by partnering with exclusive, independent dealers and "center of gravity" suppliers, as well as through joint ventures with financial partners.

The Company believes this approach can generate a 7% operating profit margin, which should in turn support a targeted Return on Total Capital Employed (ROTCE) of greater than 20%. In 2023, the Company met its capital return objective, reporting a ROTCE of 20.2%. 2023's consolidated operating profit margin improved to 5.1%. Further progress, however, will be needed to achieve and sustain the targeted level across the business cycle. Hyster-Yale is confident that its structure will allow it to deliver on its two promises since each business has built strong competitive advantages that will allow it to fully participate in the relevant markets. Once each business engages customers, the customer's needs can be translated into a value proposition that can deliver the individual customer's desired results and experience.

In general, the Company's core lift truck market grows at a rate just above GDP levels. After a period of significant expansion in 2021 and 2022, this market pulled back in 2023. Other global trends provide opportunities for the Company's three businesses to expand even more rapidly. These trends, largely concentrated around productivity, employee safety, labor shortages, electrification, information as a service and low-cost competition, provide Hyster-Yale with opportunities to adapt and grow. Hyster-Yale has five core strategic initiatives focused on addressing these trends.

These strategies are designed to interact and create unique and sustainable competitive advantage over time. Hyster-Yale's five strategies are to: (1) Provide the lowest cost of ownership while enhancing productivity for customers, (2) Be the leader in the delivery of industry- and customer-focused solutions, (3) Be the leader in independent distribution, (4) Be the leader in the attachments business, and (5) Be a leader in fuel cells and their applications. Collectively, execution of these strategies is projected to increase market share and generate profitable growth, resulting in higher volume and operating margins at the Lift Truck and Bolzoni

		businesses and increased bookings and shipments at Nuvera. Each business has key projects to execute these strategies and, as a result, achieve our growth objectives. Many of these projects are interrelated and all focus on revenue and profit growth, increased cash generation and accretive capital deployment. Succeeding in one should foster success in others, with each building on the others to provide sustainable competitive advantage over time.	
11	What are your company's expectations in the event of an award?	If awarded, Hyster-Yale will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. Hyster-Yale will collaborate with Sourcewell to foster a strong partnership and consultative relationship with Sourcewell to provide its members the best option for all their material handling equipment and service needs.	*
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.	Hyster-Yale had an excellent 2023, building on positive momentum that began in late 2022. We expected a strong recovery, and we believe we delivered. The company's robust performance was built on its core capabilities. Hyster-Yale met its capital return objective, reporting a ROTCE of 20.2%. 2023's consolidated operating profit margin improved to 5.1%. Other notable achievements in the Lift Truck segment of the business include shipping the remaining low-margin 2021 and 2022 backlog units early in the year and the combination of shipping higher margin backlog units throughout most of 2023 combined with a steadily improving price-to-cost ratio which led to significantly improved product margins. This generated significantly higher cash from operations compared with 2022. We include our 2023 Annual Report with selected financials for your review in the supplemental documents selection.	*
13	What is your US market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names, mainly to independent Hyster® and Yale® retail dealerships. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. We are a market leader in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names. Our trusted Canadian independent dealer partners are Wajax Corporation and Alta Material Handling. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. As in the US, we are a market leader in Canada. We service the area as the North American Sales and Service Region.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have not petitioned for bankruptcy protection.	*
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?	Hyster-Yale is a manufacturer of material handling equipment. We sell our products through two channels: first, by working directly with major accounts - large customers with centralized purchasing and geographically dispersed operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. Hyster-Yale works diligently to develop business with major accounts and will continue to increase direct engagement with these customers. In 2023, Hyster-Yale's major account business grew to 19% of lift truck unit sales, up from 17% in 2022. The Lift Truck business is investing in additional resources to expand these programs across all regions and a broader population of potential key accounts. A core strategy of Hyster-Yale is to be the leader in independent distribution. Hyster-Yale continues to work closely with its independent dealer partners to expand the scale, capabilities, and dual Hyster® and Yale® brand representation of the independent dealer network. Hyster-Yale is also working with its dealer partners, through systematic collaboration, to maximize participation in all market segments. The authorized independent dealer partners in our network support these major customers by providing aftermarket parts and service on a local basis. In addition to selling new lift trucks, this global accounts program markets services, full maintenance leases, and fleet management.	*
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.	All Americas and EMEA manufacturing operations subscribe to ISO 14001 and ISO 18001 Safety and Environmental Management Systems. The primary goal of these Management systems is around continuous improvement, identifying risk, and managing to reduce or eliminate said risk. Hyster-Yale facilities are also QMS ISO 9001 certified. Hyster-Yale strives for continuous improvement and gathers data from a variety of sources including Customer feedback, Warranty data, Engineering, Sales & Marketing feedback and feedback from our independent dealer partners. Data is used to establish metrics and detect emerging opportunities or risks to Hyster and Yale products and services as well as to gauge overall performance. Cybersecurity and Compliance aligns with the NIST CSF 1.1 framework. In addition, the following certifications are actively held by several Cybersecurity and Compliance employees: CISM, CDPSE, CRISC, CSXF, CGEIT.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have not been suspended or debarred in the past 10 years.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	MHPN Reader's Choice Product of the Year 2023, 2022, 2021, 2020, 2019, 2018, 2017 Each year, the readers of Material Handling Product News vote on industry-leading products from 14 different categories. Most recently, the readers voted the Yale ERP-VTL/VFL integrated lithium-ion forklift series as the top product in the lift trucks and accessories category. Fast Company Innovation by Design Awards 2023 Each year, the Fast Company Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, Yale received an honorable mention for Yale Reliant™ operator assistance technology, which automatically intervenes to help operators avoid potential hazards and reduce the risk of forklift safety incidents in the warehouse. Each year, Fast Company's Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, the judges selected the hydrogen fuel cell-powered top pick container handler from Hyster as a finalist in the sustainability category, honoring the first-of-its-kind equipment and its pilot program at the Port of Los Angeles. Industrial Designers Society of America's International Design Excellence Awards 2023 The International Design Excellence Awards (IDEA) recognize exceptional achievement in design, measured by design innovation, aesthetics and benefits to the user, brand and society. In 2023, Yale was named a finalist in the commercial and industrial products category for the ERC050-060VGL, a lift truck completely designed around a fully integrated, space-saving lithium-ion battery pack for maximum comfort, convenience and performance. Edison Award 2023,2020 Established in 1987, the Edison Awards™ is among the most prestigious accolades honoring excellence in new product and service development, marketing, design and innovation. In the 2023 awards program, Yale took home the silver for Yale Reliant™, an advanced operator assistance technology that helps reinforce safe operating practices by automatically adjusting lift truck performance in real time. The Edison Awards honor some of the most innovative products and business leaders in the world. In 2023, a silver award in the "Improved Location Sensing" category was awarded to Hyster Reaction™, a first-of-its-kind operator assist system that supports forklift operating best practices to help limit risk of incidents like crashes or tip overs. WORLD HYDROGEN AWARDS 2023 The World Hydrogen Awards celebrate companies and individuals who are driving the hydrogen industry forward through innovation, partnerships and commercial advances. In 2023, Hyster was selected as one of four finalists in the industrial application category for designing and manufacturing the world's first top-pick container handler powered by hydrogen fuel cells (HFC). Inbound Logistics Top 75 Green Supply Chain Projects (G75) 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012 Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond to prioritize green initiatives and help global supply chains become more sustainable. In 2023, Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler. GOOD DESIGN AWARD The Chicago Athenaeum has spent more than 70 years recognizing and honoring manufacturing products and industry leaders who push the envelope with competitive and innovative products by presenting the GOOD DESIGN Award. In 2023, Hyster received the award for the Hyster® H40-70A forklifts, which offer robust standard features that help to improve operator comfort throughout shifts, keep total cost of ownership low and bolster operator confidence and productivity.	
20	What percentage of your sales are to the governmental sector in the past three years	Hyster-Yale has a long history of working with all sectors of the United States Government. Over the last three years (2021, 2022, 2023), 0.9% of retail shipments have been to the government.	

21	What percentage of your sales are to the education sector in the past three years	0.15% of retail shipments have been to educational institutions over the last three years (2021, 2022, 2023).	*
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?	Hyster-Yale currently has over 14 cooperative agreement(s) in place. These multi-member buying groups and partnerships are working with great success. Many of which have been in existence for a significant number of years and continue to grow. Part of the success of the partnership is the privacy protection we honor by not disclosing names or details of these agreements.	*
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?	We were awarded contract 47QMCA20D001G from March 2020 through March 2025. Before 2020, we had worked GSA for the Hyster brand through a dealer rather than factory direct. Yale was factory direct.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*

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 *	
Anonymous	Government	North Carolina - NC	Specialty Electric Counterbalanced (Various US Locations)	80	Over \$7.5M	*
Anonymous	Government	North Carolina - NC	Electric Counterbalanced, Diesel Counterbalanced, Container Handlers (OCONUS)	158	Over \$11M	*
Anonymous	Government	North Carolina - NC	Specialty Diesel Counterbalanced (Various US Locations)	104	Over \$7.5M	*
Anonymous	Government	North Carolina - NC	Specialty Electric Counterbalanced (Various US Locations)	101	Over \$9M	*
Anonymous	Government	North Carolina - NC	Walkie Pallet Trucks, Orderpickers, Reach Trucks, Electric Counterbalanced, LPG Counterbalanced (Global)	96	Over \$1.7M	*

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.	The Hyster-Yale sales to Sourcewell members is managed at the corporate level by the assigned Major Account team. This team consisting of Josh Sheppard, Sales Account Rep, Carl Traub, Major Account Manager, and Ken Kinsella, Major Account Director, will all work with the nationwide sales force within our dealer network on behalf of Sourcewell Members. This network consists of approximately 1800 sales and aftermarket sales representatives.	*

27	Dealer network or other distribution methods.	Hyster-Yale sells products through two channels: first, by working directly with major accounts - large customers with centralized purchasing and geographically dispersed operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. We pride ourselves on being the leader in independent distribution. Relevant to the addition of container handlers in the Sourcewell Member offering, Hyster-Yale has expanded global sourcing options for our Big Truck Line, including container handlers providing customers with time-efficient delivery of Big Trucks that meet a broader variety of customer applications. The Hyster-Yale Independent dealer network consists of 26 ownership groups with over 301 branch facilities across the United States and Canada. Each ownership group is assigned a geographic territory as their area of business. These branches include approximately 1,800 sales and aftermarket sales representatives and they cover all the sales/aftermarket opportunities in their defined territory. Dealers are required to submit a comprehensive dealer business plan focusing on the following key areas: -Customer Service, both parts and service, evaluated and measured with a monthly customer surveys – Net Promoter Score -Registered and trained technicians evaluated by numbers/coverage areas and certifications -Rental fleet right sized to meet the local market demands for correct models and specs, aged properly and reviewed annually -Service responsiveness is evaluated annually -Planned Maintenance completions for customers in measured annually -Parts inventory available and support products for the customer population is also reviewed annually -Proper new inventory levels on hand/on order to meet local customers needs -Facilities and tools evaluated as an integral part of dealer agreement and business plan for both quality and location -Safety Policies and Procedures reviewed annually- ISN -Proper Insurance coverages are also a requirement as a part of the dealer agreement -Review of all key management talent and planning for succession is discussed annually -Financial results are an annual part of the review / absorption and working capital -Also quarterly reviews are an integral part of the review process with Key factory staff	*
28	Service force.	The HYG dealer network in the United States has just over 4,200 certified technicians available to service forklifts. These would be both resident dealer technicians as well as field service technicians. They utilize the over 4,200 service vans and transport vehicles as they conduct their regular service work. Additionally, Hyster-Yale has a highly trained cross-functional internal team of Field Service Engineers, Consultative Insights Managers, Product Integration Engineers, and other Service Satisfaction experts ready to deliver white glove treatment.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members will request a quote through the local dealer. They can also come direct to the Hyster-Yale sales team. The dealer will visit the site for an application survey, if needed. The dealer will then provide all the detail to the Hyster-Yale sales team to create a proposal with Sourcewell pricing for presentation to the Sourcewell member. Any resulting order would be issued directly to Hyster-Yale by the Sourcewell member. The dealer will deliver ordered products and complete familiarization training. If there are any additional parts, maintenance or OSHA certified training needed, the dealer will also coordinate this on a local level. For Canadian members, note that Hyster-Yale will be the Importer of Record with PO's reflecting Hyster-Yale Canada ULC rather than Hyster-Yale, Inc. Just as in the United States, our Canadian dealers will handle prep and local delivery.	*
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.	As an ISO 9001/14001 certified organization Hyster-Yale Group, Inc. has a comprehensive customer satisfaction measurement program in which we utilize a third party to assess both dealer and end-user satisfaction. The main objective is to improve customer retention by identifying areas with the highest direct impact on overall satisfaction and administer changes where in the eyes of the customer, changes are needed. Customers receive (via email or US Mail) a new product satisfaction survey 30-45 days after a unit is delivered. The survey includes questions related to delivery and condition of the unit, overall equipment and dealer satisfaction, and Net Promoter Score. Results are reviewed internally and with dealers on a regular basis and follow-up is completed where necessary. Results are used to improve processes and are incorporated into product strategy decisions. Finally, in 2024 Hyster-Yale will be managing an enhanced customer care program by leveraging the combined strength of itself and its dealers. Through a highly connected systems and process approach, the two should be able to jointly better deliver on its promised customer experience.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hyster-Yale will make the full line of Hyster and Yale forklift products available to Sourcewell participating activities. This will include all the commercial price list available models in the complete Class I through Class V offerings and Container Handlers.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As with the US, Hyster-Yale has an independent dealer partner network across Canada that is set to sell and service the Hyster and Yale forklift product lines.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We offer service covering the United States and Canada with over 1200 service locations covering North America.	*
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?	Hyster-Yale is not aware of any restrictions to service the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. Products ordered for Alaska and Hawaii would be shipped to a west coast port. Pricing quotations for these locations would include the additional freight charges needed to get the forklifts to the final customer location.	*

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.	Promotion and marketing strategy is multi-layered, with elements of brand marketing as well as strategic marketing focused at industry, buying group, or account levels. Additionally, we leverage the marketing arms of our nation-wide dealer network for an "as-one" approach that allows us to multiply the effectiveness of our brand marketing efforts by providing dealer marketing assets through our dealer marketing team and dealer marketing platform, which allows the dealer body to execute promotion and marketing efforts at a local level that align with the messaging, look and feel of the Hyster and Yale brands. A third marketing resource that is unique to Hyster-Yale is the dedicated internal Business Development group. This team of Business Development Representatives (BDRs) reaches out to customer locations to identify decision makers with any current or future needs. They deliver Industry and persona based messaging with the goal of booking meetings between the customer, local Dealer account rep, and factory Major account manager. The BDR team drives pipeline growth and accelerates the sales cycle. Sourcewell members contract would qualify for all levels of promotion and marketing that Hyster-Yale offers. Brand and Industry Marketing: Typical brand marketing campaigns utilize a comprehensive array of assets and executions to proliferate awareness and drive leads and contacts for the sales organization. Marketing efforts include (when relevant): • Landing page (Hyster Yale) • Industry landing pages (Hyster Ports & Terminals Yale Food Distribution & Cold Storage) • Promotional videos (Hyster Yale) • Social media posts on LinkedIn, Twitter, Facebook (Hyster LinkedIn Yale LinkedIn) • Targeted industry media placements (Hyster Yale) • Thought leadership (Hyster Yale) • Educational and Product Webinars (Hyster Yale) • Award submissions and promotions (Hyster Yale) • Press Releases (Hyster Yale) • Hero panels • Sales flyers • Email campaigns • Programmatic ad campaigns • Trade show, conference attendance Buying Group/ Account-based Marketing: In addition to utilizing the brand and industry marketing efforts listed above, Hyster-Yale runs campaigns specifically targeting buying groups with the same tactics. Additional buying group/ account-based marketing activity includes (when applicable): • Customized landing pages • Custom brochures (similar to the RFP Supplement provided with this RFP response) • Invite-only webinar events tailored to specific audiences • Attendance at conferences and conventions • Inside sales cadences • Targeted programmatic and social ad campaigns • Targeted email campaigns • Dealer spotlight calls to educate on contract, accounts, terms and conditions of opportunity

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hyster-Yale has invested in digital transformation to improve marketing deployment as well as marketing intelligence. In addition to UTM tagging on digital advertising, we have deployed an array of platforms specifically designed to help us understand customer journeys from marketing awareness through consideration to purchase. We are able to understand account activity on our brand websites, make connections to specific campaign activity and engagement, and have licensed a platform that allows us to discern off-site intent activity that indicates an account's interest and research as it relates to materials handling and operational pains. Finally, a targeted programmatic platform allows us to target specific accounts and personas within those accounts so that our ads are personalized and topical when combined with other intelligence. All of this paired with traditional marketing activity and visualized through campaign dashboards allows us to engage sales with SQLs at the right time and gives us the intelligence necessary to pivot messaging in real time. In addition to the above, custom landing pages are available for buying groups to provide a tailored marketing journey, serving introductory materials and thought leadership for accounts still in the investigative stage. We deliver the URL to these pages via buying group intranets.	*
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?	Expectations are that Sourcewell will announce the new contract to its members and pass along the full contract benefits they can see from actively using the contract. It is expected that Sourcewell will be an active partner to collaborate with Hyster-Yale to market products offered on both the Hyster-Yale network as well as their own. Sourcewell has done well to grow the business and continually add members and contracts. Existing marketing methods appear to be moving well and it would be expected to continue. Invitation to trade shows, conferences, or meetings would be helpful to raise membership awareness. Custom Sourcewell landing pages, customer events and webinars should be promoted by Sourcewell in collaboration with Hyster-Yale so that members have confidence in the value of the Sourcewell contract and Sourcewell's endorsement of these value-added opportunities to learn about Hyster and Yale products and solutions. Hyster-Yale has extensive experience in buying groups that serve a diverse array of industries and has executed marketing activities listed in this RFP successfully. This contract is much like existing contracts held by Hyster-Yale, so Sourcewell can be confident that Hyster-Yale will not have a long adjustment period and will utilize the contract with forklift customer immediately.	*
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.	Hyster-Yale recently ran a pilot e-procurement simulation. Although there is opportunity to enhance that pilot, specifying a forklift is a detailed process with factors such as application, load, environment, motive power, etc. factoring into the best lift truck for the customer's job. Hyster-Yale account managers, pricing department, and dealers are best equipped to turn requests for pricing into meaningful quotes for our accounts so that we have the best opportunity to add value to the sales process. At this time, we do not have an online e-procurement ordering process that would allow the same benefits. We could offer to provide "common specification" information to procurement teams at specific accounts after completion of application surveys and first quote to enable speed to order. This would be completed on account and location-based terms. Hyster-Yale does offer online parts ordering for registered accounts via hysourceparts.com. On this e-procurement platform, individuals may identify the right part, using interactive diagrams and technical information, and place an order for direct delivery or will call pick up at a local dealer. On this platform, users have multi-cart checkout functionality, which is suited to procurement teams managing several sites or cost centers. Parts may be searched and shopped by truck model, serial numbers, category, or keyword.	*

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.	As Hyster and Yale products are delivered to Sourcewell member locations, an authorized dealer representative will be there upon delivery or other scheduled time to answer any questions and help operators familiarize themselves with the controls, etc. Maintenance training can be arranged and cost is determined dependent of number of potential attendees and the depth of training requested or required. Each authorized Hyster-Yale dealer partner has a certified training specialist that can assist in working with each location to determine the best solution to familiarize and certify operators. Several offer two or more different solutions depending on variety of units at the customer location and the depth of training needed for the operators. Materials/handouts are left with the customer to help complete the certification process. Follow-up course work can also be arranged as needed or personnel changes occur.	*

41	Describe any technological advances that your proposed products or services offer.	At Hyster-Yale, our goal isn't just to build the best lift trucks possible, but to create solutions that enable our customers to improve the overall efficiency and effectiveness of their businesses. Product development is informed, on-going, and proactive. Our wide global presence, among the largest of all material handling manufacturers, enables Hyster-Yale to commit the resources necessary to ensure our lift trucks are some of the most innovative in the industry. Hyster-Yale's talented and experienced design and test engineers have the industry's most advanced design tools and processes at their fingertips. Through its Hyster and Yale brands, Hyster-Yale possesses over 100 years of proven performance. Our history reflects the determination and excellence that make its brands what they are today. Our company history has been marked by innovation in the Hyster and Yale brands that have helped power the industry forward. Yale was responsible for introducing the industry's first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company's MONOTROL pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today. Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks. Our telemetry systems optimize materials handling by enabling our customers to know how their trucks and operators are performing, from individual trucks to entire fleets, at all times and in real time. Our Dynamic Stability System (DSS) provides lift truck operators with performance reductions and audible and visible alerts, all designed to promote safe operating practices. Our Operator Assist System (OAS), Hyster® Reaction™ and Yale® Reliant™, use a suite of technology to adjust lift truck performance based on real-time conditions and equipment status. This includes Advanced Dynamic Stability, Proximity Detection, Object Detection, and Collective Detection. Advanced Dynamic Stability (ADS) continuously monitors the combined center of gravity of the lift truck and the load it carries to automatically apply carefully measured performance adjustments to avoid abrupt shifts or jerks that can upset stability, adjustment of the lift truck performance for stable, steady movement, and real-time location sensing. Proximity Detection (PD) combined with ADS, provides 360 degree detection of other trucks and badged pedestrians. The system is governed to utilize speed requirements to help improve operator and pedestrian awareness while keeping the operator in control of the lift truck. Object Detection (OD) combined with ADS, detects objects when traveling in reverse with forks trailing. Collective Detection (CD) combines Advanced Dynamic Stability (ADS), Proximity Detection (PD), and Object Detection (OD) to create a robust operator assistance package. Hyster Reaction and Yale Reliant Collective Detection utilizes both 2D LiDAR sensors and ultra wideband (UWB) technology to identify potential obstacles. For customers who want to understand how they can benefit from automated systems, we work in collaboration with automation providers to deliver solutions for the use of Automated Guided Vehicles, assisting through evaluation to concepts, and implementation to maintenance.
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.	At Hyster-Yale, we hold ourselves accountable at every level. From our headquarters to individual Hyster-Yale facilities, our corporate ethics help define who we are. We recognize a responsibility not only to our customers, dealers, and employees, but to the environment and the communities in which we live. We meet our corporate responsibility head-on with some of the industry's most proactive programs, addressing everything from the health and safety of our employees and customers to environmental sustainability. In 2016, we launched our 2026 Aspirations Program as a set of cost-effective, strategic initiatives focused on reducing the Company's impact on the environment. Our 2026 Aspirations Program helps guide us as we seek opportunities to conserve natural resources and protect our people, while enhancing the customer experience and supporting the communities where we operate. Through this program we aspire to: Reduce carbon emissions by 30%, Reduce VOC emissions from painting operations by 30%, Achieve zero waste to landfill at all sites, Reduce hazardous waste by 30%, Reduce water consumption by 20%, Offer alternatives that enable customers to cost-effectively reduce their carbon emissions, Reduce annual injury and illness rates to zero, Expand various programs supporting the communities in which we operate. For more information on our initiatives and programs please refer to our included Corporate Sustainability and Responsibility report and our Ecovadis Silver Medal which are both included as additional documents.

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.	HYG electric trucks provide the lowest energy consumption in their class according to a standardized VDI Energy cycle test. We achieve this through smart technology design such as: - Regenerative brake system that recaptures energy during braking and lowering of loads - Smart hydraulic systems with a pump that only uses the energy needed - Energy efficient AC Traction motors - Extended shift setting for a customized combination of energy efficiency and performance - Weight reduction, while increasing drive train efficiency. The available Environmental Package prepares HYG electric trucks to handle notoriously heavy-duty industries, such as lumber, dock yards, masonry, food preparation and handling, heavy manufacturing and recycling that traditionally could not take advantage of zero emission electric lift trucks. All Hyster® and Yale internal combustion (ICE) lift truck models meet or exceed California Air Resources Board (CARB) and EPA requirements. According to testing for the EPA and CARB, our lift trucks' emissions are among the lowest of any truck in the industry. Many of our diesel lift trucks are now available with advanced Tier 4(i) diesel engines which produce equivalent power from 'right sized' engines resulting in up to 15% less fuel consumption and reduced emissions. This technology has made its way into some of our largest capacity lift trucks with capacities up to 115,000lbs. Other ICE truck technology aimed at reducing environmental impact includes: - Innovative electronic controlled transmission which significantly reduces tire and brake wear, reducing total tire usage - Regenerative Brake System that recaptures energy during braking and lowering of loads - On-demand Hydraulic System, which only pumps hydraulic oil when lifting/lowering load - Idle Management System which will automatically drop the engine's RPM and enter 'idle mode' to save fuel - Selectable operating modes that electronically optimize the truck's performance. eLo mode provides good performance while optimizing the engine for best fuel consumption. Hi-P mode provides higher productivity, and is still able to deliver excellent fuel economy - On demand cooling engages only when required, reducing energy consumption and noise - Optional Empty Seat Shut Down allows programming a truck to shut down the engine after the operator leaves the seat to reduce emissions and save fuel. Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond in maintaining a sustainable global supply chain with socially and environmentally friendly operations. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler. Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup. Hyster-Yale has a commitment to engineering energy-efficient alternatives to predominantly diesel operated applications. We follow sustainable manufacturing processes and our manufacturing facilities are ISO 14001 certified, denoting the proper management of environmental goals.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we are not minority owned, we appreciate the question as supplier diversity is a value that we too share. We are committed to partnering with a diverse supplier base which can provide high-quality, innovative products while remaining cost competitive and maintaining volume flexibility. Further, we expect our own suppliers to actively seek out and provide opportunities for small businesses, small disadvantaged businesses or minority business enterprises, HUB zone businesses, women-owned small businesses, and veteran owned small and service disabled veteran-owned small businesses to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract. By embracing social, environmental, and economic health in every part of our organization including our supply chain, we are helping contribute to solving challenges that impact our customers and our communities. As part of our work with the GSA we have made the goal that 21.40% of total spend be allocated to Small, VOSB, SDVOSB, HUBZone, SDB, and WOSB small business concerns. This goal does not apply only to spend for the GSA but all budgeted spend.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Hyster-Yale operates under a distinctly different business model...the creative model. It is a model that combines a customer driven design philosophy, with technology integration, and with an independent dealer partner network. It is a model that is not captive to vertically integrated designs, vertically integrated manufacturing systems, or vertically integrated supply chains. This allows us to be more nimble, more flexible, and to bring new products to market faster. It has allowed us to develop market leading products over the last decade with leading energy efficiency, productivity, ergonomics, all with the lowest cost of ownership. We believe that our innovative product and solution offerings and our distinct sales structure provide a differentiated competitive advantage over competitors. Hyster-Yale's scalable products and technology solutions provide the customer with the right product at the right price, while our industry- and customer-focused sales process connects Sourcwell's needs to the solutions that will solve your toughest challenges.	*

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 *
46	Do your warranties cover all products, parts, and labor?	Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation. Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first. Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available. See specific truck warranties in full detail in the uploaded documents section.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation. Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first. Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available. See specific truck warranties in full detail in the uploaded documents section.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Hyster-Yale will pay for travel time, but will not pay for mileage.
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. However, in Alaska we do not have a full time dealership site established and we utilize a servicing network already in place.
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?	For the majority of the truck's component, Hyster-Yale covers the warranty. Exceptions include batteries and tires. See specific truck warranties in full detail in the uploaded documents.

51	What are your proposed exchange and return programs and policies?	Our warranty claim process is if Forklift has a failure, customer reports failure to their local servicing dealer. The local servicing dealer diagnoses the failure to determine if possible warrantable failure. If dealer determines possible warrantable failure, the dealer will make the repair and file a warranty claim with Hyster-Yale. Hyster-Yale then will review claim to determine if failure is covered by the customer's warranty. If component/failure covered under customer's warranty claim will be approved. If not covered by the customers warranty claim will be denied. Hyster-Yale Group may request failed parts to be returned for failure analysis to determine cause of failed component. Parts that test no fault found or determined for have failed due to abuse, lack of maintenance, etc.(noted on the exclusions and limitations section of the warranty statements) may be rescinded or may not be covered under warranty.	*
52	Describe any service contract options for the items included in your proposal.	Service contract will be tailored to customer needs. The Hyster-Yale independent dealer partner network is as strong as any in the industry and has extensive experience maintaining and servicing equipment.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Hyster-Yale's standard payment terms are NET 30 days from the date the invoice is issued.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Members would have access to a range of financial options to meet needs of their specific budget. We partner with a wide range of leasing companies.	*
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.	Orders may be placed by either signing an investment proposal which will operate as an order, or by issuing a purchase order to Hyster-Yale.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Sourcwell members can use purchasing cards for equipment orders. There is no additional charge, however, members that opt for our 30 day payment terms are not eligible to pay with purchasing cards to settle those invoices.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Hyster-Yale pricing model is a discount off the commercial price list basic truck. This is the practice used in our other Government contracts and this same pricing structure that would be passed along to Sourcwell members. This process is how we discount all our customer pricing and allows us to continually monitor the pricing to be sure we are passing along the proper pricing as it compares to other customers. The full model listing and associated pricing is attached in the document upload.	*
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.	Hyster-Yale pricing structure is based on discount off commercial price list. The basic truck discount will range from 20% to 58%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcwell prices and percentage off discounts listed in our proposal are a maximum price for quantity 1 purchase. It is our experience that these type of purchases rarely are in large quantities. However, should there be an instance of larger multiple forklift requirement, we would offer additional percentage discounting on the basic forklift list price for order of 5+ units and 10+ volume orders as stated in our pricing document. See the pricing information included in the document upload for more detail by model.	*
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.	Non-standard/special engineered products would follow the same discounting structure as price list optional equipment. Other outside purchased items would be priced at a cost plus a percentage margin basis.	*
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.	Pre-delivery inspection charges would follow the same standard set for the Hyster-Yale major accounts program. Other charges that may apply could include installation or assembly for units too large to ship fully assembled. These would be included with the quotation so there would not be any additional charges after delivery.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight cost to the local dealership are included in the pricing offered. Local freight and delivery charges would be consistent with our major account guidelines and would be included in the total price offered.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcwell members placing orders going to Alaska or Hawaii would be provided quotes including this charge. We utilize numerous freight companies and we would research and provide the best value option at time of quotation. Since we have consistent deliveries to these locations, we have established working relationships to gain favorable pricing structures which would be passed along to the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard delivery method for Sourcwell member orders would be to deliver the forklift to the nearest authorized Hyster-Yale dealership where they will prep and coordinate the local delivery directly with the receiving location.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Hyster-Yale will follow the same favored pricing structure used for other Federal Government contracts currently in place.

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.	Management's report on internal control over financial reporting: Management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of management, including the principal executive officer and principal financial officer, the Company conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in Internal Control -Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on this evaluation under the framework in Internal Control - Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2018. The Company's effectiveness of internal control over financial reporting has been audited by Ernst & Young, LLP, an independent registered public accounting firm, as stated in its report, which is included in Item 15 of this Annual Report on Form 10-K and is incorporated herein by reference. Changes in internal control: During the fourth quarter of 2018, there have been no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.
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.	Hyster-Yale would track sales volume and compare to other similar contracts. This is a relatively straightforward analysis and can be done regularly to track progress. We certainly expect there to be a learning curve to get the message out to Sourcewell members that our products would be available, but that is expected to be a short process. Customer satisfaction is a high priority at Hyster-Yale and we track this by sending out customer surveys at various times to gauge initial reactions, meeting expectations and long term satisfaction. These customer metrics are a regular part of our business. Dealer involvement would be tracked to see how they are engaging with Sourcewell members as they request pricing and information regarding Hyster-Yale products.
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.)	Hyster-Yale is proposing the same general administrative/funding fee we currently provide to GSA on our Government schedule we hold which is 0.75% of the basic truck price. This would apply to all models offered and accounted and paid following the end of each quarter. By doing this we would utilize the same accounting and tracking methods to provide accurate and expedited completion.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hyster-Yale is a leading provider of forklift trucks and one of the best known names in the industry. We offer a comprehensive range of material handling equipment, from the largest container handlers and reach stackers, to nearly every type and size of industrial forklift truck, to special warehousing equipment. Our on-line Product Selector helps determine the right lift truck for an application. Expert consultancy and responsive local service are provided through a worldwide network of fork lift truck distribution partners. Together, a complete package of products and solutions helps improve efficiency, drive down costs and stream-line materials flow. Our on-line Dealer Locator finds the nearest Dealer. Both the Hyster and Yale history tracks major events over a period of more than 80 years in the development of a brand which has a presence today in over 130 countries. Hyster and Yale LPG and Diesel pneumatic tire forklift trucks have a world class reputation for strength and durability in the toughest of industry applications. The class leading forklift truck range incorporates efficient LPG and Diesel engines combined with a unique Duramatch transmission that helps improve operator productivity and reduces life time costs. Hyster-Yale's range of internal combustion cushion tire forklift trucks are feature rich and have been developed specifically for high lift applications in confined areas. These lift trucks deliver high levels of productivity, operator ergonomics and dependability. Hyster® high capacity forklift trucks have been designed to make light work of the heaviest loads and the toughest working conditions. With lifting capacities ranging from 36,000 to 105,821 pounds, Hyster® heavy duty forklift trucks are suitable lifting equipment for any heavy duty application with a variety of options. Hyster® container handlers offer exceptional performance and reliability. The Hyster® range of dedicated container handlers and ReachStackers offer material handling capacities up to 101,000 lbs, together with high reliability, exceptional performance and a low cost of operation. Energy efficient and productive 3 wheel electric forklift trucks. The range of innovative 3 wheel electric counterbalance forklifts are the most productive and energy efficient powered pallet trucks on the market suitable for indoor or outdoor operations. High performance and energy efficient 4 wheel electric forklift trucks. The Hyster and Yale range of innovative 4 wheel electric counterbalance forklifts are the most productive and energy efficient trucks on the market, ideal for a wide variety of demanding applications. Hyster® and Yale pallet trucks for dependable horizontal transportation. HYG offers an electric pallet truck to suit every intensive or light operation, delivering reliability, energy efficiency, performance, driver comfort, and low maintenance costs for the most demanding warehouse applications. Hyster® and Yale pallet stackers offer an efficient utilization of warehouse space. The range of pallet stackers and lifters deliver energy efficiency, high performance, driver comfort, and low maintenance costs for the most demanding warehouse applications. These warehouse stackers are ergonomically designed to maximize operator productivity when placing goods into low to mid-level racking. Hyster® and Yale tow tractors are high performing and cost effective warehousing solutions for line feed operations, ideal for the automotive and engineering industries and for any type of line feed operation. Hyster® and Yale reach trucks are suited for retrieving pallets at height in narrow aisles. These Reach Trucks are versatile and highly maneuverable and helps operators to put pallets away at height in narrow aisles. The wide range of models Hyster® and Yale reach forklift trucks and stackers feature powerful AC technology on traction, pump and steer motors to deliver superior performance and low cost of operation. Hyster® and Yale order pickers for easier, more accurate order picking. The range of high, medium and low level order pickers are designed to make the order picking process as easy as possible for the operator. The comprehensive range of order picker models and options extends the choice of truck configuration to provide the best solution for each customer's application and to maximize pick face access and warehouse space utilization. Hyster® and Yale very narrow aisle trucks meet the needs of high density storage operations. These very narrow aisle trucks enable operators to optimize storage capacity and efficiently retrieve pallets in high intensity operations. With a range of model configurations, mast options and lift heights to choose from, customers can select the right solution for their specific operation. Hyster® and Yale VNA trucks are the perfect solution for working inside very narrow aisles with very high racking.
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Class I - Electric Motor Rider Trucks - Counterbalanced 4-wheel cushion tire sit-down electric (30 models) - Counterbalanced 4-wheel pneumatic tire sit-down electric (40 models) - Counterbalanced 3-wheel cushion/pneumatic tire sit-down electric (12 models) - Counterbalanced 3-wheel cushion tire stand-up electric (6 models) Class II - Electric Motor Narrow Aisle Trucks - Narrow Aisle Sit Moving Mast Reach Electric (14 models) - Narrow Aisle Stand-up Single Reach Electric (10 models) - Narrow Aisle Stand-up Double Reach Electric (6 Models) - Orderpicker - Man-up Counterbalanced Electric (4 models) - Orderpicker - Man-up Staddle Electric (2 models) - Orderpicker - Man-up Furniture Electric (2 models) - Very Narrow Aisle Man-up Turret Truck Electric (4 models) - Enclosed End Rider Pallet Electric (4 models) Class III - Electric Motor Hand Trucks and Hand Rider Trucks - Low Lift Walkie Pallet Electric (8 models) - Low Lift Walkie/Rider Pallet Electric (6 models) - Low Lift Center Rider Pallet Electric (4 models) - Stand Drive Tow Tractor Electric (8 models) - Walkie Stacker Straddle Electric (6 models) - Walkie Stacker Counterbalanced Electric (6 models) - Walkie Stacker Reach Electric (4 models) - Multi-Level Orderpicker Electric (6 models) Class IV - Internal Combustion Engine Trucks (Solid/Cushion Tires) - Counterbalanced 4-Wheel Sit-down IC - Cushion (34 models) Class V - Internal Combustion Engine Trucks (Pneumatic Tires) - Counterbalanced 4-Wheel Sit-down IC - Pneumatic (38 models) - High Capacity Counterbalanced 4-Wheel Sit-down IC - Pneumatic (50 models) Class V – Internal Combustion Container Handlers (Pneumatic Tires) - Empty Container Handler IC - Pneumatic (10 models) - Laden Container Handler 4-Wheel Sit Down IC - Pneumatic (2 models) - Reach Stacker - Container Handler (7 models)	*
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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	
71	Class I: Electric Motor Rider Trucks	☒ Yes ☐ No	HYG offers a full line of 3-wheel and 4-wheel line of electric cushion and pneumatic tire counterbalanced electric forklifts.	*
72	Class II: Electric Motor Narrow Aisle Trucks	☒ Yes ☐ No	Hyster® and Yale® narrow aisle reach trucks are designed to increase productivity as much as 7% per truck, per shift and use 20% less energy than competitive models, while providing exclusive ergonomic features and simple, cost-effective service.	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	☒ Yes ☐ No	HYG offers full line of electric low lift walkies, walkie/riders, center riders and tow tractors.	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	☒ Yes ☐ No	HYG offers a full line of Cushion tire IC engine counterbalanced forklifts.	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	☒ Yes ☐ No	HYG offers a complete line of pneumatic tire counterbalanced forklifts.	*
76	Class VI: Electric and Internal Combustion Engine Tractors	☐ Yes ☒ No	Not manufactured by Hyster-Yale. May be offered via dealer network.	*
77	Class VII: Rough Terrain Forklift Trucks	☐ Yes ☒ No	Not manufactured by Hyster-Yale. May be offered via dealer network.	*

78	Container Handlers (Reach stackers, loaded or empty container handlers)	☒ Yes ☐ No	Hyster® and Yale ® high capacity forklifts are the ultimate tough trucks for the most demanding areas of your operation. These internal combustion high capacity lift trucks offer lifting capacities from 19,000-105,000 pounds and deliver a combination of ergonomics, power and durability in a robust platform designed for the most demanding duty cycles. Hyster® and Yale ® heavy duty forklifts can be used in many industries and applications from lumber yards to ports, shipyards, concrete plants, paper, forest products, produce, steel mills, and countless other industries.. The Hyster® range of dedicated container handlers and reach stackers offer material handling capacities from 15,000 to 101,000 lbs. These loaded container handlers and empty container handlers are an excellent choice for moving shipping containers in Intermodal terminals, shipyards, and port applications. Through a continuous product development program, Hyster® and Yale ® material handling equipment benefit from technological advances that can significantly reduce cost of ownership and maximize operational efficiencies	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	☒ Yes ☐ No	Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Bolzoni products are manufactured in the United States, Italy, China, Germany and Finland. Through the design, production and distribution of a wide range of attachments, Bolzoni has a strong presence in the niche market of lift truck attachments and industrial materials handling.	*

80	Related services complementary to the offering of the solutions described in Sections 71-78 above	☒ Yes ☐ No	Hyster-Yale Fleet Management is a leader in the industry, using a consultative approach to managing your fleet. Utilizing the data Hyster-Yale Fleet has collected, across our 75 plus customers and fleet size of over 76,000 assets, from a multitude of industries, Hyster-Yale Fleet Management is able to provide data driven recommendations designed to drive continuous improvement for your operations at the lowest cost of ownership based on equipment lifecycle, replacement analysis and other key cost metrics. Both customer and dealer performance are measured and discussed during Quarterly Business Reviews. In addition, the backbone of our fleet management program is our dealer support network. We start by positioning 200 dealer locations near your facilities throughout North America. With access to over 4,000 trained technicians, you are assured your fleet is being serviced by experienced technicians. Authorized Hyster and Yale dealer partners have years of experience servicing other makes of lift trucks and material handling equipment and have immediate access through our Unisource® parts program to over 3.4 million parts and accessories covering over 40 brands of material handling equipment. With our Hyster-Yale Fleet Maintenance portal, our customers can easily access data such as equipment inventory, maintenance history and work order summary by serial number. With defined reporting practices, a long history of providing solutions, and personnel who understand equipment we will promote uptime and productivity to your operations. We use data driven from service events to define utilization, cost, and recommend solutions based on a specific industry experience. These reports make it easy for our customers to track and report maintenance costs for each asset.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

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](#) - 01 Hyster-Yale Pricing May 2024 Sourcewell - Final.pdf - Thursday May 30, 2024 10:38:43
 - [Financial Strength and Stability](#) - 02 HY_AR_2023.pdf - Thursday May 30, 2024 10:38:58
 - [Marketing Plan/Samples](#) - 03 Sourcewell RFP 2024 Marketing Plan Outline.pdf - Thursday May 30, 2024 10:39:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 04 Warranties.pdf - Thursday May 30, 2024 10:39:25
 - [Standard Transaction Document Samples](#) - 05 Sourcewell RFP Quote Example.pdf - Thursday May 30, 2024 10:39:37
 - [Requested Exceptions](#) - 06 Contract_Template_Forklifts_RFP_HYG.docx - Thursday May 30, 2024 13:47:15
 - [Upload Additional Document](#) - 07 Sourcewell 2024 RFP Supplement.pdf - Thursday May 30, 2024 14:01:09

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. - Josh Sheppard, Sales Account Representative, Hyster-Yale Group, Inc.

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

☒ 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_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	☒	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	☒	1

1400 Sullivan Drive
Greenville, NC 27834



MODEL: H60A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Town of Yucca Valley		
ADDRESS	Yucca Valley, CA		
PROPOSED BY	Josh Sheppard	TITLE	Major Account Manager
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2025-10-23	Quote Expiration	2025-11-23



Quoted Model: H60A Available Features

Hyster® H60A Lift Truck - 6,000 lb. Nominal Capacity, Class V

Proposal Summary

Included Items	Description
Model	Hyster® H60A Lift Truck - 6,000 lb. Nominal Capacity, Class V
Construction	Keyswitch Start Standard (-4° F to 104° F)
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Electronic Powershift Transmission
Powertrain Options	High Air Intake Low Exhaust Integrated Fuel Level Sensor 33.5 lb Steel LPG Fuel Tank with Auxiliary Fill Valve Fixed LPG Bracket with Steel Strap UL Label - Classification Type LP
Powertrain Accessories	System Monitoring
Mast	3 Stage Full Free Lift Mast - Class III - 187" (4770mm) Maximum Lift Height - 90" (2295mm) Overall Lowered Height [Premium] Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	42" (1067mm) Wide - Class III - Hook Type Integral Sideshift Carriage 48" (1220mm) High Load Backrest Extension
Forks	48" Long x 2.0" Thick x 4.9" Wide (1220mm x 50mm x 125mm) - Class III Hook Type - Standard Taper Forks
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width Drive Tires - 28 x 9-15 - Pneumatic Shaped Solid (PSS) - Premium

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Greenville, NC 27834



	Steer Tires - 6.50 x 10 - Pneumatic Shaped Solid
Operator Compartment	85" Rectangular Tube - High
	Grid Style Overhead Guard
	Premium Display: 7" Color Touchscreen
	Console Tray
	Dynamic Stability System
	Rear Drive Handle with Horn Button
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	Steer Column with Infinitely Adjustable Tilt
	On Demand Hydrostatic Power Assist Steering
	Steering Wheel with Spinner Knob
Seat	Full Suspension Vinyl Seat [Premium]
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Hood
Lights & Alarms	LED Brake/Tail/Backup
	Manual Work Light Control
	LED Work Lights - 2 Front [Premium]
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

1400 Sullivan Drive
Greenville, NC 27834



Total Investment

Price Delivered Each	\$36,394.00		
Quoted Quantity	1	TOTAL:	\$36,394.00

Truck in Stock at Dealer Location

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.

2. Orders.

a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.

b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.

d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier changes the price of an order as set forth in Section 3(a) by more than 3% below, in which case Customer may cancel the order within 5 business days of having been notified of the price change. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.

3. Prices. Prices quoted by supplier are subject to change without notice.

a. Supplier reserves the right, after order acceptance and outside the Lock-Up Period, to change the price of the Product(s) by (1) increasing the list price or (2) applying a surcharge or other line items to reflect fluctuations in manufacturing costs due to external factors, including but not limited to, government-imposed tariffs on parts, components, or other manufacturing inputs. The "Lock-Up Period" will apply based on the schedule build date (which is available upon request) as follows: (i) Class I, II, IV, and V Products: 16 weeks from the schedule build date; (2) Class III Products: 12 weeks from schedule build date; and (3) Big Trucks: 24 weeks from schedule build date.

b. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.

4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all installation and freight charges and Taxes imposed by any governmental authority. The term "Taxes" includes, without limitation, applicable federal, state, G.S.T/H.S.T. and provincial sales taxes, levies, customs, import or other duties, tariffs, fees, or assessments levied or collected by a governmental authority in connection with the price, sale, or delivery of the Products (other than taxed levied on Supplier's income). For the avoidance of doubt, the term "Taxes" does not include taxes on parts, components or other manufacturing inputs (i.e., not the finished product), which are addressed pursuant to Section 3(a). If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.

5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.

6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer



of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.

7. **Warranty.** Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. **Limitation of Liability.** NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. **Product Returns.** Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. **Data Sharing.** Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. **Applicable Law.** For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. **Exclusion of the United Nations Convention on Contracts for the International Sale of Goods.** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. **Anti-Bribery and International Trade.** (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business (collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. **Confidentiality.** Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.

16. **Force Majeure.** Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, pandemic or epidemic, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. **Supplier's Agents.** No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. **Notices.** Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. **Originals.** The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a

1400 Sullivan Drive
Greenville, NC 27834



copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.

1400 Sullivan Drive
Greenville, NC 27834



Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Josh Sheppard
Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Major Account Manager, Govt Sales:	Josh Sheppard
Phone number:	(252) 420-8192
Email Address	josh.sheppard@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
DLA Contract	SPM8EC-23-D-0001 exp. 10/25/27 Contact: Robert Spadaro - (215) 737-8253
GSA Contract	47QMCA20D001G exp. 3/30/2025
Sourcewell Contract	053024-HYS exp. 7/23/2028
Payment Terms:	NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N



Date: October 15, 2025

Quotation for Town of Yucca Valley

Quote No: Q011433

Prepared For:	Joseph Bowers	Quote No:	Q011433
	Town of Yucca Valley 58928 BUSINESS CENTER DR Yucca Valley CA 92284-7306 United States of America	Sales Person:	TM John Perez John.Perez@turfstar.com

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
03170: Reelmaster 3100-D (Supersedes 03206, 03200)	1	\$49,714.91	\$49,714.91	\$4,350.03	\$54,064.94

Totals	49,714.91	4,350.03	54,064.94
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Accepted By: _____



Date: October 15, 2025

Quotation for Town of Yucca Valley

Quote No: Q011433

Configuration Product Details 03170: Reelmaster 3100-D (Supersedes 03206,03200)

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
03170	Reelmaster 3100-D (Supersedes 03206, 03200)	1	\$28,350.66	\$28,350.66	\$2,480.67	\$30,831.33
03189	RM3100 27in-8 Blade(RR) ES DPA C/U	3	\$4,696.38	\$14,089.14	\$1,232.79	\$15,321.93
03172	27" Lift Arm Kit-RM3100	1	\$1,330.68	\$1,330.68	\$116.43	\$1,447.11
119-0635	DPA ROLLER TIPPER KIT (RM3100) (Supersedes 117-0972)	1	\$82.21	\$82.21	\$7.19	\$89.40
3230-30	SCREW-CARR	12	\$8.57	\$102.87	\$9.00	\$111.87
119-0626	SHIM-ROLLER	12	\$2.52	\$30.23	\$2.65	\$32.88
114-9368	REAR ROLLER SCRAPER KIT(27IN)	3	\$180.08	\$540.24	\$47.27	\$587.51
147-1249	BEDKNIFE-STD (27") (Supersedes 114-9388)	3	\$65.60	\$196.79	\$17.22	\$214.01
03244	RM3100 End Weight Kit(Set of 3)	1	\$289.38	\$289.38	\$25.32	\$314.70
30671	Universal Sunshade Red	1	\$837.72	\$837.72	\$73.30	\$911.02
136-3315	KIT-WHEEL WEIGHT, GM3500/RM3100	1	\$968.67	\$968.67	\$84.76	\$1,053.43
133-1308	COVER SEAT,HI-BACK	1	\$68.63	\$68.63	\$6.01	\$74.64
31692	LED Work Light KitGM3500/RM3100	1	\$317.46	\$317.46	\$27.78	\$345.24
VSUR	Manufacturer's surcharge	1	\$2,360.23	\$2,360.23	\$206.52	\$2,566.75
FSD2	Delivery	1	\$150.00	\$150.00	\$13.12	\$163.12

Totals:**\$54,064.94**

Date: October 15, 2025

Quotation for Town of Yucca Valley

Quote No: Q011433

Standard Terms and Conditions:

All customer orders require a review and either a customer signature on the final TSW quotation or a customer Purchase Order which includes the TSW quotation. In addition the customer must include a preferred delivery date, and any specific set-up requirements, such as Height of Cut, and the payment method must be pre-approved by TSW before proceeding with the order's acceptance.

All equipment sales are final, as most equipment is custom and specific to an application. Order cancellations must be approved in advance by TSW and will incur a 15% restock and handling fee.

Office Locations:

Northern California:

3928 N. Blattela Lane
Fresno, CA 93727

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742

Southern California:

79-893 Country Club Drive
Bermuda Dunes, CA 92203

955 Beacon Street
Brea, CA 92821

2255 Meyers Avenue
Escondido, CA 92029

Pacific Northwest:

1750 Industrial Dr. NE
Salem, OR 97301

5869 South 194th
Kent, WA 98032

2824 East Garland
Spokane, WA 99207

VEHICLES																	
Vehicle Description	Dept. Assigned	Type	Veh#	Acquisition Cost	Mileage or Hours	Replacement Cost 25/26	Replacement Cost 26/27	Replacement Cost 27/28	Replacement Cost 28/29	Replacement Cost 29/30	Replacement Cost 30/31	Replacement Cost 31/32	Replacement Cost 32/33	Replacement Cost 33/34	Replacement Cost 34/35	Notes	
2001 Chevy 3500 Diesel Flatbed	Street	V	1	\$ 30,412.00	59,702					\$ 70,000							
2023 Ford F250 Harbor Utility Bed	Facilities	V	3	\$ 63,647.45											\$ 80,000		
2005 GMC Sierra Pickup	Parks	V	4	\$ 19,440.00	193,803	\$ -		\$ 65,000									
2025 Jeep Grand Cherokee Summit	Town Manager	V	5	\$ 72,308.96													
2004 Ford F-250 Crew Cab 4x4	Street	V	7	\$ 24,673.00	217,858		\$ 75,000										
2001 Chevy 1 Ton W/Utility Body	Parks	V	15	\$ 31,609.93	97,438		\$ 85,000										
2004 Ford Excursion 4x4	Emergency	V	16	\$ 31,848.00	34,696											Going to auction in 2025.	
2016 Ford F-350 Truck	On Call	V	22	\$ 41,343.00	114,238			\$ 65,000								Replaced #8 in FY16-17	
2017 Freightliner Dump Truck 1085D	Streets	V	26	\$ 167,036.00	23,402										\$ 250,000	Replaced #67 in 16-17FY.	
2017 Ford F250 Super Duty 4x4	Parks	V	27	\$ 32,676.48	36,611				\$ 65,000							Replaced #49 in 16-17FY.	
2017 Jeep Cherokee Overland	Engineering	V	32	\$ 49,883.08	61,390						\$ 75,000					Replacing #16 in 2025	
2020 Ford Transit Van	Community Services	V	36	\$ 35,056.38	2,287												
2020 Ford F350 Animal Control Wagon	Animal Control	V	38		56,660					\$ 150,000							
2022 Ford F350 4X4 Truck	Parks	V	41	\$ 39,958.78	2,593							\$ 50,000				Replaced #23 in FY22-23	
2022 Ford F350 4X4 Truck	Streets	V	44	\$ 51,384.05	3,272							\$ 70,000					
2022 Ford F350 4X4 Truck	Parks	V	45	\$ 39,958.78	4,000							\$ 50,000					
2023 Ford F150 4X4 Truck	PW Inspector	V	50	\$ 55,976.75										\$ 73,000			
2023 Ford F150 4X4 Truck	Code Compliance	V	51	\$ 55,976.75										\$ 73,000		Replaced #10	
2023 Ford F150 4X4 Truck	Community Services	V	52	\$ 55,976.75										\$ 73,000			
2023 Chevy Bolt EV	Town Hall Runner	V	57	\$ 34,676.63										\$ 45,000		Replaced #61	
2023 Ram 1500	Facilities	V	63	\$ 51,295.00										\$ 73,000			
2025 Ford F350 4X4 Truck	Animal Control	V	91	\$ 134,884.01													
2006 Ford E-350 SD	AC Van	V	94	\$ 18,865.00	57,095		\$ 65,000										
2008 Ford E-350 SD Animal Control Wagon	AC	V	95	\$ 43,924.00	163,605	\$ 100,000										going to auction	
Water Truck	Streets	V	TBD			\$ 170,000											
TOTALS				\$ 1,182,810.78		\$ 270,000	\$ 225,000	\$ 130,000.00	\$ -	\$ 135,000	\$ 150,000	\$ 75,000	\$ 170,000	\$ 337,000	\$ 330,000		

Sheet updated 10/23/2025
Mileage/Hours updated on 2-17-2023

Vehicles							
Vehicle Description	Dept. Assigned	Type	Veh#	FY2020/2021 Maintenance	FY2020/2021 Repair	FY 2020/2021 Total	FY 14/15-20/21 Total
2001 Chevy 3500 Diesel Flatbed	Street	V	1	\$ -	\$ -	\$ -	\$ -
2005 GMC Sierra Pickup	Rusty	V	4	\$ -	\$ -	\$ -	\$ -
2004 Ford F-250 Crew Cab 4x4	Street	V	7	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	TH Runner	V	10	\$ -	\$ -	\$ -	\$ -
2001 Chevy 1 Ton W/Utility Body	Parks	V	15	\$ -	\$ -	\$ -	\$ -
2004 Ford Excursion 4x4	Emergency	V	16	\$ -	\$ -	\$ -	\$ -
2001 Chevy S-10 Pickup	Facilities	V	21	\$ -	\$ -	\$ -	\$ -
2016 Ford F-350 Truck	On Call	V	22	\$ -	\$ -	\$ -	\$ -
2006 Ford E350 12 Passenger Van	Parks-Weekender	V	23	\$ -	\$ -	\$ -	\$ -
Town Hall Pool Car *(NEW ADDITION)	TH Pool Car	V	24	\$ -	\$ -	\$ -	\$ -
Ford F250 Super Duty 4x4 *(NEW ADDITION)	Recreation	V	25	\$ -	\$ -	\$ -	\$ -
2017 Freightliner Dump Truck 1085D	Streets	V	26	\$ -	\$ -	\$ -	\$ -
2017 Ford F250 Super Duty 4x4	PW Inspector	V	27	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	Pool Car	V	46	\$ -	\$ -	\$ -	\$ -
2005 Dodge Ram Pickup	Parks	V	47	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	Code Compliance	V	61	\$ -	\$ -	\$ -	\$ -
2005 GMC Animal Control Wagon	AC	V	72	\$ -	\$ -	\$ -	\$ 5,105.63
2007 Ford F-350 SD	Facilities	V	93	\$ -	\$ -	\$ -	\$ -
2006 Ford E-350 SD	AC Van	V	94	\$ -	\$ -	\$ -	\$ 2,207.95
2008 Ford E-350 SD Animal Control Wagon	AC	V	95	\$ -	\$ -	\$ -	\$ 11,485.83
Aerial man lift	Parks	V	TBD	\$ -	\$ -	\$ -	\$ -
Water Truck		E	TBD	\$ -	\$ -	\$ -	\$ -
TOTALS				\$ -	\$ -	\$ -	\$ -

Equipment							
Vehicle Description		Type	Veh#	FY2018/2019 Maintenance	FY2018/2019 Repair	FY 2018/2019 Total	FY 14/15-18/19 Total
2005 Lee Boy Sweep Pro (Street Sweeper)	Streets	E	2	\$ -	\$ -	\$ -	\$ -
2006 JCB 214-ELL Skiploader	Streets	E	5	\$ -	\$ -	\$ -	\$ -
2008 MSM3200 Mobile Stage	Facilities	E	6	\$ -	\$ -	\$ -	\$ -
1992 Big Tex Trailer (weekender)	Streets	E	11	\$ -	\$ -	\$ -	\$ -
2008 Godwin GLT416 Emergency Light Trailer, S/N #170251	Emergency	E	12	\$ -	\$ -	\$ -	\$ -
2008 Godwin GLT416 Emergency Light Trailer, S/N #176252	Emergency	E	13	\$ -	\$ -	\$ -	\$ -
2012 Sunray 490 Message Board	Streets	E	17	\$ -	\$ -	\$ -	\$ -
2014 Sunray 490 Message Board	Streets	E	18	\$ -	\$ -	\$ -	\$ -
2005 Toro Reelmaster 3100-D (72" cut)	Parks	E	19	\$ -	\$ -	\$ -	\$ -
2005 Toro Reelmaster 3100-D (85" cut)	Parks	E	20	\$ -	\$ -	\$ -	\$ -
2017 Case 570N-EP Skiploader	Streets	E	28	\$ -	\$ -	\$ -	\$ -
1993 Zieman Trailer	Streets	E	29	\$ -	\$ -	\$ -	\$ -
2017 Case 580 Super N Backhoe	Streets	E	30	\$ -	\$ -	\$ -	\$ -
1978 Designed Mobile System - DMSYS	Com Svc	E	31	\$ -	\$ -	\$ -	\$ -
Case 580K Backhoe (1989)	Streets	E	38	\$ -	\$ -	\$ -	\$ -
1993 Toro Workman 3200	Parks	E	40	\$ -	\$ -	\$ -	\$ -
Magline Trailer (paint trailer)	Streets	E	42	\$ -	\$ -	\$ -	\$ -
Olath Trailer	Parks	E	43	\$ -	\$ -	\$ -	\$ -
1994 Ingersol-Rand P100DWD Compressor	Streets	E	53	\$ -	\$ -	\$ -	\$ -
1993 Toro Skid Sprayer	Parks	E	54	\$ -	\$ -	\$ -	\$ -
1996 Whacker RD880V Roller	Streets	E	55	\$ -	\$ -	\$ -	\$ -
1996 Whacker T-4000 Trailer	Streets	E	56	\$ -	\$ -	\$ -	\$ -
Clark GPX20 Fork Lift	Yard	E	62	\$ -	\$ -	\$ -	\$ -
1996 Hydro-Tek SC30005V Pressure Washer	Parks	E	64	\$ -	\$ -	\$ -	\$ -
1996 Kubota L2350DT Tractor	Parks	E	65	\$ -	\$ -	\$ -	\$ -
1999 Arrow Lite Arrowboard Trailer (7/99)	Streets	E	74	\$ -	\$ -	\$ -	\$ -
2001 Mower - Toro Reelmaster 5500-D	Parks	E	76	\$ -	\$ -	\$ -	\$ -
Aerator - Ryan	Parks	E	77	\$ -	\$ -	\$ -	\$ -
Tractor - Massey Ferguson 243	Parks	E	78	\$ -	\$ -	\$ -	\$ -
GEM Large Utility	Yard	E	81	\$ -	\$ -	\$ -	\$ -
GEM Large Utility	Yard	E	82	\$ -	\$ -	\$ -	\$ -
2004 Pro Paver	Streets	E	83	\$ -	\$ -	\$ -	\$ -
Workman *(NEW ADDITION)	Recreation	E	TBD	\$ -	\$ -	\$ -	\$ -
Rotary Mower for Outlying Parks *(NEW ADDITION)	Parks	E	TBD	\$ -	\$ -	\$ -	\$ -
2004 Stepp Tack Rig	Streets	E	84	\$ -	\$ -	\$ -	\$ -
1999 Ingersoll Rand DD-24 Vibratory Roller	Streets	E	85	\$ -	\$ -	\$ -	\$ -
Tuff Vac 4000 - turf sweeper	Parks	E	86	\$ -	\$ -	\$ -	\$ -
2005 CAT Loader (924G)	Streets	E	92	\$ -	\$ -	\$ -	\$ -
2002 John Deere 770CH Road Grader	Streets	E	96	\$ -	\$ -	\$ -	\$ -
Emergency Generator	PW Yard	E	97	\$ -	\$ -	\$ -	\$ -
Emergency Generator	Town Hall	E	98	\$ -	\$ -	\$ -	\$ -
Emergency Generator	Animal Shelter	E	99	\$ -	\$ -	\$ -	\$ -
TOTALS				\$ -	\$ -	\$ -	\$ -



NO
PARKING
ANY
TIME



**Town of Yucca Valley
FY 2024-26 Amended Budget
Special Revenue Funds**

800 - Capital Projects Reserve	2024-25		2025-26				
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Carryforward	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS							
State Grant Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Recovery	50,000	-	50,000	-	50,000	-	50,000
TOTAL RECEIPTS	50,000	-	50,000	-	50,000	-	50,000
EXPENDITURES							
Spec Prof Serv-Other	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
CAPITAL OUTLAY							
Construction Projects	3,754,058	3,080,008	50,000	674,050	724,050	-	724,050
Capital Replacement	572,661	108,303	360,000	215,082	575,082	465,000	1,040,082
Vehicle & Equipment Replacement	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Capital Maintenance	1,142,000	542,896	15,000	597,752	612,752	-	612,752
TOTAL CAPITAL OUTLAY	6,241,061	4,477,126	675,000	1,513,307	2,188,307	565,000	2,753,307
OPERATING TRANSFERS IN (OUT)							
Transfer IN (OUT)- Fund 001 Vehicle Res	500,000	500,000	-	-	-	-	-
Transfer IN (OUT)- Fund 001 A/S vehicle	11,000	11,000	9,500	-	9,500	-	9,500
Transfer IN (OUT)- Fund 001 Unassigned	3,500,000	3,500,000	-	-	-	-	-
Transfer IN (OUT) - Fund 536 ATP Grant Match	-	-	-	-	-	-	-
Transfer IN (OUT)- Fund 572 Prop 68 Aquatics	(4,500,000)	-	-	(4,500,000)	(4,500,000)	-	(4,500,000)
Transfer IN (OUT)- Fund 574 ARPA - Senior Center	(407,000)	-	-	(407,000)	(407,000)	-	(407,000)
Transfer IN (OUT)- Fund 801 Measure Y	150,000	150,000	-	-	-	-	-
	(746,000)	4,161,000	9,500	(4,907,000)	(4,897,500)	-	(4,897,500)
INCREASE (DECREASE) IN FUND BALANCE	(6,937,061)	(316,126)	(615,500)	(6,420,307)	(7,035,807)	(565,000)	(7,600,807)
Unassigned Cap Reserve Fund	8,547,811	9,456,387	9,763,144	-	9,763,144	-	9,763,144
Town Wide Infrastructure Reserve	-	1,374,317	-	-	-	-	-
Specialized Professional Services Reserve	52,322	52,322	52,322	-	52,322	-	52,322
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	-	1,000,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	30,526	173,235	159,587	-	159,587	-	159,587
Fleet Reserve	428,634	503,032	268,114	-	268,114	-	268,114
BEGINNING FUND BALANCE	11,559,294	11,559,293	11,243,167	-	11,243,167	-	11,243,167
Unassigned Cap Reserve Fund	3,437,092	9,763,144	9,405,466	-	3,043,414	-	3,043,414
Specialized Prof. Services Reserve	2,322	52,322	50,000	-	50,000	-	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	1,000,000	1,000,000	1,000,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	15,526	159,587	144,587	-	144,587	-	144,587
Fleet Reserve	167,292	268,114	27,614	-	1,190	-	(98,810)
ENDING FUND BALANCE	\$ 4,622,233	\$ 11,243,167	\$ 10,627,667	\$ (6,420,307)	\$ 4,207,360	\$ (565,000)	\$ 3,642,360
Construction Projects							
Project Detail							
Town Hall Redesign	369,355	119,735	-	249,620	249,620	-	249,620
Public Buildings Design/Renov	100,000	-	-	100,000	100,000	-	100,000
Tri Valley Maintenance	123,495	-	50,000	123,495	173,495	-	173,495
Old Town Beautification	3,076,208	2,960,273	-	115,935	115,935	-	115,935
Town Property - Utility Undergrounding	85,000	-	-	85,000	85,000	-	85,000
	3,754,058	3,080,008	50,000	674,050	724,050	-	724,050
Capital Replacement Program							
Cap Projects- Contingency	156,000	16,425	200,000	-	200,000	-	200,000
Financial Software	17,507	-	-	17,507	17,507	-	17,507
Admin Services Masterplan Projects	50,000	-	60,000	50,000	110,000	-	110,000
Community Center HVAC Replacement	-	-	-	-	-	165,000	165,000
Machris Park Sports Field Light Upgrade	-	-	-	-	-	300,000	300,000
MDAQ EV Charging Station	12,000	-	-	-	-	-	-
CC Masterplan - CEQA	117,154	89,579	-	27,575	27,575	-	27,575
Open Spaces & Conservation Element Plan Update	120,000	-	-	120,000	120,000	-	120,000
Town Property Acquisition	100,000	2,300	100,000	-	100,000	-	100,000
	572,661	108,303	360,000	215,082	575,082	465,000	1,040,082
Vehicle and Equipment Replacement							
Vehicle/Equipment Repl	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Capital Maintenance Program	772,342	745,918	250,000	26,424	276,424	100,000	376,424
Public Works							
Berm Repairs	927,000	397,296	-	529,704	529,704	-	529,704
Concrete Repairs	200,000	131,952	-	68,048	68,048	-	68,048
Sewer Assessment Fees	15,000	13,648	15,000	-	15,000	-	15,000
	1,142,000	542,896	15,000	597,752	612,752	-	612,752

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Shane Stueckle, Deputy Town Manager

Date: September 25, 2025

Meeting Date: November 4, 2025

Subject: Building & Safety Contract Services; Charles Abbott Associates, Inc., Modifying Contract Termination Language

Recommendation:

That the Town Council approves the amendment to the contract with Charles Abbott Associates, Inc., for Building & Safety Services, modifying contract termination language, for the period through June 30, 2028.

Prior Review:

At the Town Council meeting of July 16, 2024, the Town Council approved the Agreement with Charles Abbott Associates, Inc. to provide contract Building & Safety Services for the period of July 1, 2024, through June 30, 2028.

Discussion:

The Town's basic professional services agreement does not contain language allowing the contracted consulting firm to terminate the contract. Charles Abbott Associates (CAA) executive staff requested language which allows CAA to terminate the contract. The language added is very similar to language used in the CCA contract with the City of 29 Palms, which requires six (6) month lead notice, allowing the Town to see other contract or in house Building & Safety services.

Section 7.7, Termination Prior to Expiration of Term, (b), as illustrated below, has been added to the contract.

(b) Service Provider may terminate this Agreement for cause at any time upon one hundred eighty (180) days written notice of termination to Town.

No other amendments are included in the contract.

Alternatives

Staff recommends no alternative actions. The Town is fully satisfied with the services provided by CAA.

Fiscal Impact:

Contract Building & Safety services are funded by permit fees. The total compensation, including reimbursement for actual expenses, shall not exceed the maximum contract amount of the following:

*Eighty percent (80%) of the first Twenty Thousand Dollars (\$20,000).

*Seventy percent (70%) of amounts from Twenty Thousand One Dollars (\$20,001) - Fifty Thousand Dollars (\$50,000).

*Sixty percent (60%) over Fifty Thousand One Dollars (\$50,001), of permit fees collected monthly by the Town.

Additional services outside of the standard scope are subject to the hourly rates contained within the 2024-2028 contract.

Attachments

1. Revised Charles Abbott Associates Inc. 2024-2028 Final - Updated Rate Schedule FY 2024 - 2025



AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

CHARLES ABBOTT ASSOCIATES, INC.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
CHARLES ABBOTT ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 16th day of July 2024, by and between the Town of Yucca Valley, a general law city ("Town") and Charles Abbott Associates, Inc. ("Consultant"). Town and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town's Municipal Code, Town has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and

services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”) and the Scope of Service shall include the Consultant’s scope of work in Consultant’s accepted bid proposal (“Accepted Bid”) shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Town of such fact and shall not proceed except at Town’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **the maximum contract amount of eighty percent (80%) of the first Twenty Thousand Dollars (\$20,000) of permit fees collected monthly by the Town, seventy percent (70%) of amounts from Twenty Thousand One Dollars (\$20,001) – Fifty Thousand Dollars (\$50,000) of permit fees collected monthly by the Town, and sixty percent (60%) over Fifty Thousand One Dollars (\$50,001) of permit fees collected monthly by the Town, all as set forth in the "Cost Proposal" in Contractor's proposal (p. 27);** unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this

Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding four (4) years expiring on June 30, 2028, from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Paul Osterman

(Name)

CBO – Project Manager

(Title)

(Name)

(Title)

(Name)

(Title)

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

immediately upon reassign notice from Town of such desire of Town, reassign such persons or persons.

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed,

hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

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

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Consultant shall provide to the Town an endorsement that the workers' compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

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

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

5.2 General Insurance Requirements.

All of the above policies, except workers' compensation and professional liability, of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds by way of endorsement and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. If the Consultant maintains higher limits than the specified limits, the Town requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

If the deductible or self-insured retention exceeds \$0 (zero), it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.

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

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

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of ongoing operations Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. 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.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein

“claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnors”), or arising from Consultant’s reckless or willful misconduct, or arising from Consultant’s or indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

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

5.4 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to Town, and access shall be provided by Consultant’s successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement

and the work performed there under. Town 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 Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment

due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the

event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

(a) Town may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon one hundred eighty (180) days written notice of termination to Town.

(c) If either Service Provider or Town fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or Town may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or Town, all property belonging exclusively to Town which is in Service Provider's possession shall be returned to Town. Service Provider shall furnish to Town a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 2 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 2 "Compensation and Method of Payment" of this Agreement.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

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

9.6 Authority to Execute.

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS

Address: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
☐	PARTNER(S)	_____
☐	LIMITED	NUMBER OF PAGES
☐	GENERAL	
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	DATE OF DOCUMENT
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Building and Safety Plan Check Services**
 - B. Building and Safety Permit Issuance**
 - C. Building and Safety Inspection**
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
 - A. Building and Safety Plan Check Services**
 - B. Building and Safety Permit Issuance**
 - C. Building and Safety Inspection**
- I. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town appraised of the status of performance by delivering the following status reports:**
 - A. Monthly Report**
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Paul Osterman**
 - B. Shawn Koedel**

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall establish a "Task Budget" for each task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Contractor's proposal.

II. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed the maximum contract amount of eighty percent (80%) of the first Twenty Thousand Dollars (\$20,000) of permit fees collected monthly by the Town, seventy percent (70%) of amounts from Twenty Thousand One Dollars (\$20,001) – Fifty Thousand Dollars (\$50,000) of permit fees collected monthly by the Town, and sixty percent (60%) over Fifty Thousand One Dollars (\$50,001) of permit fees collected monthly by the Town; The total compensation, including reimbursement for actual expenses, shall not exceed the maximum contract amount, unless additional compensation is approved pursuant to Section 1.8.

as provided in Section 2.1 of this Agreement and the "Cost Proposal" set forth in Contractor's proposal.

IV. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"



Rate Schedule FY 2024-2025

Building & Safety Services

Classification	Hourly Rates
Principal Building Official	\$179.00
Building Official	\$154.00
Senior Building Inspector*	\$130.00
Building Inspector/Plan Checker	\$120.00
Building Inspector*	\$110.00
Permit Specialist	\$82.00
Code Enforcement Officer	\$93.00

Community Development Services

Classification	Hourly Rates
Community Development Director	\$179.00
Principal Planner	\$179.00
Senior Planner	\$157.00
Associate Planner	\$134.00
Assistance Planner	\$118.00
Planning Technician	\$100.00
Code Enforcement Officer	\$93.00

Engineering/Public Works Services

Classification	Hourly Rates
Principal Engineer	\$216.00
City Engineer	\$187.00
Project Manager	\$178.00
Senior Engineer	\$172.00
Project Engineer	\$182.00
Associate Engineer	\$135.00
Senior Design Engineer	\$142.00
Assistant Design Engineer	\$121.00
Senior Traffic Engineer/Manager	\$185.00
Transportation Planner	\$135.00
Traffic Engineer Associate	\$118.00
3-Person Survey Crew	\$333.00
2-Person Survey Crew	\$258.00
Senior Draftsperson (CADD)	\$118.00
Draftsperson (CADD)	\$105.00
Senior Public Works Inspector*	\$130.00
Public Works Inspector*	\$118.00
Senior Plan Check Engineer	\$154.00
Plan Check Engineer	\$130.00

Environmental Services

Classification	Hourly Rates
Environmental Project Manager	\$175.00
Environmental Program Manager	\$135.00
Sr. Environmental Plan Checker	\$165.00
Environmental Plan Checker	\$125.00
Environmental Analyst	\$115.00
Environmental Associate	\$105.00
Environmental Inspector	\$100.00

Other Services

Classification	Hourly Rates
Landscape Architect Director	\$154.00
Associate Landscape Architect	\$118.00
Expert Witness Services	\$370.00
Senior Contract Administrator	\$136.00
Administrative Assistant	\$76.00
Clerical Support	\$65.00

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the Town by the following dates.**
 - A. Monthly Building Activities Report End of Each Month**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Shane Stueckle, Deputy Town Manager, Paul Osterman, Building Official, Jared Jerome, Associate Planner

Date: September 24, 2025

Meeting Date: November 4, 2025

Subject: Ordinance Adoption- 2025 Building and Safety Codes

Recommendation:

That the Town Council adopts Ordinance 332, amending Title 8 of the Town of Yucca Valley Municipal Code by the addition of Chapter 8.02.115, and 8.02.125 amending Chapters 8.02.010, 8.02.020, 8.02.030, 8.02.040, 8.02.050, 8.02.060, 8.02.070, 8.02.080, 8.02.090, 8.02.110, AND 8.02.120, adopting as modified the 2025 Edition of the California Building Code Models 1, 2 including the Appendix and Standards, the 2025 Edition of the California Electrical Code, the 2025 Edition of the California Plumbing Code, the 2025 Edition of the California Mechanical Code, the 2025 Edition of the Green Building Code, the 2025 Edition of the California Residential Code, the 2025 Edition California Energy Code, the 2025 Edition of the California Fire Code, The 2025 Edition of the California Wildland Urban Interface Code, and adopting other regulations relating to building requirements.

Prior Review:

At the meeting of October 21, 2025, the Town Council adopted Resolution No. 25-29, and introduced Ordinance 332 and set this matter for public hearing.

Discussion:

The California Building Standards Code (Title 24 of the State of California Code of Regulations) is updated and published on a three-year cycle. The California Building Standards Commission publishes the triennial codes, and State law mandates that these codes become effective throughout California 180 days after the publication date. The current (2022) cycle of State building codes became effective on January 1, 2023. This year, the updated Building Codes were published throughout July 2025.

Public hearing notices were published in the October 15, 2025, and October 22, 2025, editions of the Hi-Desert Star, attached to this staff report.

The proposed ordinance is to adopt by reference the current editions of certain model codes, as follows:

- California Building Code, 2025 Edition, volumes 1,2 with Appendices.
- California Residential Code, 2025 Edition with Appendices.
- California Mechanical Code, 2025 Edition with Appendix and Standards
- California Plumbing Code, 2025 Edition with Appendix H.
- California Electrical Code, 2025 Edition.
- California Green Building Code, 2025 Edition.
- California Energy Code, 2025 Edition.
- California Wildland, Urban Interface Code, 2025 Edition.
- California Historic Building Code, 2025 Edition
- California Fire Code, 2025 Edition.
- California Administrative Code, 2025 Edition.
- The 2024 International Property Maintenance Code.

Alternatives

None. The 2025 codes become state law as of 1/1/2026. Failure to amend and adopt would forfeit option of local amendment based on climactic, geographic and topographic conditions.

Fiscal Impact:

Fiscal impacts to a builder will be based upon construction type and structure size, and those costs cannot be determined except on a case by case basis.

Attachments

1. Ordinance No. 332 - 2025 Building Codes
2. Hi Desert Star Newspaper - NOH for 2025 California Building Codes - 1st Run October 15, 2025
3. Hi Desert Star Newspaper - NOH for 2025 California Building Codes - 2nd Run October 22, 2025

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWN COUNCIL OF THE OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY THE ADDITION OF CHAPTER 8.02.115, AND 8.02.125 AMENDING CHAPTERS 8.02.010, 8.02.020, 8.02.030, 8.02.040, 8.02.050, 8.02.060, 8.02.070, 8.02.080, 8.02.090, 8.02.110, AND 8.02.120, ADOPTING AS MODIFIED THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE VOLUMS 1, 2 INCLUDING THE APPENDIX AND STANDARDS, THE 2025 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2025 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2025 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2025 EDITION OF THE CALIFORNIA GREEN BUILDING CODE, THE 2025 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2025 EDITION CALIFORNIA ENERGY CODE, THE 2025 EDITION OF THE CALIFORNIA FIRE CODE, THE 2025 EDITION OF THE CALIFORNIA WILDLAND URBAN INTERFACE CODE, AND ADOPTING OTHER REGULATIONS RELATING TO BUILDING REQUIREMENTS.

The Town Council of the Town of Yucca Valley, California does ordain as follows:

SECTION 1. Findings

- A. Government Code Sections 50022.1 et seq., provide that ordinances and codes of the federal, state or any agency of either of them may be adopted by reference, provided that prior to such adoption by reference a noticed public hearing has been held.
- B. Pursuant to Section 17958.5 of the Health and Safety Code of the State of California, The Town Council of the Town of Yucca Valley hereby finds that the amendments of the building standards contained in the California Building Code, volumes 1, 2, 2019 Edition are necessary due to:
 1. Local Climatic Conditions:
 - a. The Town is subject to extremely strong winds, commonly known as "Santa Ana Winds" which can reach speeds in excess of ninety (90) miles per hour. Extensive damage frequently accompanies these winds, such as blowing sand and debris, downed power lines, fallen trees, overturned vehicles and structural damage to buildings. These conditions result in increased demand for fire services, blocked or delayed emergency vehicle access and impaired water supplies and building emergency systems.
 - b. During the summer months, the Santa Ana Winds may produce periods of extremely low humidity, thereby reducing the fuels moisture and increasing the possibility and severity of fire from dry vegetation and other common combustibles.
 - c. During the summer months, much of the Town experiences prolonged periods of temperatures in excess of one hundred degrees Fahrenheit (100°F). When coupled with

sustained severe Santa Ana Winds, an increase in the threat from rapidly moving wildfires exists.

- d. During the winter months, heavy rains routinely cause damage to roadways rendering them completely impassible, or with limited access, sometimes for extended periods.
- e. During winter months, heavy snow and ice conditions exist in the mountain areas resulting in increased demand for fire services and limiting or delaying emergency vehicle access. In some cases, emergency vehicle access roads are completely impassible, or have limited access, sometimes for extended periods.

2. Local Geological Conditions:

- a. The Town is subject to moderately strong to severe shaking and surface ruptures resulting from known earthquake faults located within or near the Town. These local earthquake faults have the potential to cause severe personal and property damage, utility interruptions, fire hazards and hazardous materials releases. Additionally, significant roadway, bridge structure, water supply and communications systems are subject to failure, thereby causing a detriment to emergency services response.
- b. Unstable slopes in several areas throughout the Town have experienced soil movement as a result of heavy or soaking rains, resulting in damage to roadways, structures and utilities.
- c. Some desert areas of the Town have limited aquifers, exceptionally deep aquifers or aquifers providing only brackish or contaminated water supplies. These limits, or in some cases eliminates, water supplies available for firefighting purposes.

3. Local Topographical Conditions:

- a. The Town encompasses an area with limited access routes connecting valley, mountain and desert areas. This distance, combined with these limited access routes, results in delays in the reallocation of resources to emergency scenes.
 - b. The topography of the Town is exceptionally diverse, ranging from relatively flat desert and valley areas, to foothill areas, and canyon areas. This results in some areas that are inaccessible to radio communications, which hampers emergency response capabilities.
 - c. The diverse topography of the Town results in many areas having limited, unreliable or unavailable water supplies available for firefighting purposes.
- C. Copies of these codes and standards were filed with the office of the Town Clerk fifteen (15) days prior to the noticed hearing.

- D. A noticed public hearing has been held by the Town Council, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting by reference the current editions of certain model codes, as follows:
1. California Building Code, 2025 Edition, volumes 1,2 with Appendices.
 2. California Residential Code, 2025 Edition with Appendices.
 3. California Mechanical Code, 2025 Edition with Appendix and Standards
 4. California Plumbing Code, 2025 Edition with Appendix H.
 5. California Electrical Code, 2025 Edition.
 6. California Green Building Code, 2025 Edition.
 7. California Energy Code, 2025 Edition.
 8. California Wildland, Urban Interface Code, 2025 Edition.
 9. California Historic Building Code, 2025 Edition
 10. California Fire Code, 2025 Edition.
 11. California Administration Code, 2025 Edition.
 12. The 2024 International Property Maintenance Code.
- E. Pursuant to section 17958.5 of the Health and Safety Code of the State of California, The Town Council of the Town of Yucca Valley hereby finds that the amendments of the building standards contained in the California Building Code, volumes 1, 2, 2022 Edition are necessary due to past earthquakes (Landers 1992) and the inherent run off problems incurred with severe thunderstorm activity and flooding due to the Town's desert location.

(Ord. 262, 1-17-2017; amd. Ord. 287, 11-19-2019; Ord. 303, 11-15-2022)

Chapter 8.02.020
CALIFORNIA BUILDING CODE

Chapter 8.02.020 Adopted. The California Building Code, Volumes 1 & 2, 2025 Edition, as published by the California Building Standards Commission, including the Appendix and the Standards referred to therein, is hereby adopted and made part of this Chapter by reference, with the following modifications.

Section 104.8. Liability

The Building Official, or his/her authorized representative, charged with the enforcement of this Code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of act or omission in the discharge of such duties. A suit brought against the Building Official, agent or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code

enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting there from shall be assumed by this jurisdiction.

The provisions of this section shall apply if the Building Official or his/her authorized representative are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representative are acting under contract as agents of the jurisdiction.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.”

Section 105.5. Expiration

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 and, after its issuance, or if the work authorized on the site by such permit is suspended, abandoned or uncompleted for a period of 365 days after the work has commenced or 180 days past the last required inspection. The building official is authorized to grant one extension of time for not more than 180 days. The extension shall be requested in writing and justifiable cause demonstrated. No permit shall be extended more than once.

If work has been suspended or abandoned past 180 days, the permit shall be expired and new permit(s) issued. The fee for such renewal of permit(s) shall be one half of the original permit fee or one half of the fee of the current adopted fee schedule at the time of renewal. Permits which have been abandoned and require only final inspection may be reissued at minimum fee or as determined by the building official.

Offsite Improvements is added to Chapter 1, Division II Subsection 105 to read as follows:

Section 105.8 Deadline for Onsite and/or Offsite Improvements.

Onsite and/or Offsite Improvements required by the terms of the Municipal Code, Development Code, or other ordinances or applicable policies or regulations adopted by the Town, must be completed and approved prior to occupancy or prior to connection of utilities. A cash deposit may be submitted in lieu of onsite improvements if necessitated by climatic conditions, coordination of utilities or improvements, material shortages or labor strike.

A cash deposit may be submitted in lieu of offsite improvements under the following conditions:

To facilitate preparations of the building(s) for an occupancy, utilities may be permitted to be connected provided the improvements are completed and approved prior to final occupancy approval.

If necessitated by climatic conditions, coordination of utilities or improvements, material shortages or labor strike, the cash deposit for the improvements may be increased to permit connection of the utilities and occupancy provided a Certificate of Occupancy will not be issued until the improvements are completed and approved.”

Section 109.6 Refunds

Refund’s for permits issued in error or permits issued for which no work has been started and have not been expired shall be determined by the Town Finance Department policy.

Section 110.1 Inspections General

To be amended to include. If work has not been completed for a requested inspection, plans are not available on site or access has not been provided a re-inspection fee shall be assessed as determined by the Building Official or his/her authorized representative.

Section 113.3. Board of Appeals Qualifications

The Town Council shall act as the Board of Appeals.

Section 1505.1 Roof Covering Requirements

The roof covering on any structure regulated by this Code shall be Class “A” as classified in Section 1505.2. Exception: Repairs of and additions to existing structures which requires the replacement or addition of 25% or less of the total roof area may be made using material matching the existing roof.

Appendix Chapter J, of the California Building Code 2025 Edition is amended to read as follows:
SECTION J103 Permits Required

Section J103.1

No person shall do any grading without first having obtained a grading permit from the Building Official except for the following:

1. Cemetery Graves
2. Refuse disposal sites controlled by other regulations.
3. Excavations for wells or tunnels or utilities.
4. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not

affect the lateral support or increase the stresses in pressure upon any adjacent or contiguous property.

5. Exploratory excavations under the direction of soil engineers or engineering geologists.
6. Excavation for construction of a structure permitted under this code.

Section J103.3. Unsafe Grading Sites.

All sites which constitute a hazard to safety or health or public welfare by reason of inadequate maintenance, or abandonment, or noncompliance with approved grading plans as specified in this Code are for the purposes of this Chapter unsafe grading sites. Further, whenever the Building Official determines by inspection that a site is dangerous to human life or property by reason of being located in an area which is unsafe due to a hazard from landslide, mudslide, settlement, displacement or slippage, such site shall for the purpose of this Chapter be considered unsafe, whether or not grading earth work has been performed. All such unsafe grading sites are hereby declared to be public nuisances and shall be abated by repair, in accordance with the procedures as set forth in Section 115 of the California Building Code Chapter 1 Division II and Section 8.10.120 of the Municipal Code."

SECTION J104

J104.2.1. Grading Designation.

All grading, or that is proposed to support any structure shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a Civil Engineer, unless otherwise required by the Building Official.

J104.2.3 Engineered Grading Requirements.

In addition to the provisions of Section 106 and Section J104.2, an application for a permit for engineered grading shall be accompanied by three (3) sets of plans, or electronic file, and specifications, and supporting data consisting of a soils engineering report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and shall show in detail that the proposed work will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall depict the location of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.
5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4572 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report and the engineering geology report, that are applicable to grading, may be included by reference.
7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.
8. A statement of the quantities of material to be excavated and/or filled. Earth work quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.
9. A statement signed by the owner, acknowledging that a Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code, when the Building Official requires that such professional persons be so employed.
10. Storm water provisions are required to be shown on the grading plan.
11. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.
12. Location and type of any proposed private sewage disposal system, including the location of the expansion area.
13. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
14. Location of all recorded floodways.
15. Location of all Special Flood Hazard Areas as designated and defined in Title 44, Code of Federal Regulations.

SECTION J109 Drainage and Terracing

Section J109.5 Disposal.

All drainage facilities shall be designed to convey waters to the nearest practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap, or a similar energy dissipater may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.

SECTION J110. Erosion Control

Section J110.1.1. Slopes

The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final approval. Where cut slopes are not subject to erosion due to the erosion resistant character of the materials, such protection may be omitted.

Section J110.1.2.2. Wind Erosion Control Plans Required

A written wind erosion control plan shall be submitted to the Building Official for approval prior to the issuance of a grading permit. This plan shall employ the use of one or more of the following measures:

Grading of tracts in small phases to minimize the amount of bare ground exposed at any one time;

The requirement to have water trucks on site and that they be used on a regular basis;

The use of approved chemical additives to water stabilize the soil crust;

The use of hydro seeding.

The Building Official may at any time during or after grading has taken place require additional erosion measures be implemented if the measures contained in the wind erosion control plan are not achieving the desired result of preventing wind erosion of the soil.”

Section J110.2.3. Water Erosion Control Plans Required

A written water erosion control plan shall be submitted to the Building Official for approval for any grading performed. Water erosion control measures shall be required to be in place during this time period for all active grading projects and, if the Building Official deems it appropriate, any previously graded projects.

A new Section J112 is hereby added to Appendix.

Chapter J of the Appendix to The California Building Code, 2025 Edition, to read as follows:

SECTION J112 Grading Compatibility Review

J 112.1.1. Plans for single lot grading which are not part of a land subdivision grading plan shall be reviewed for approval by the Town Engineer when any of the following exist:

Fills or cuts greater than 4 feet in height or depth from existing grade are proposed; or
A combination cut/fill slope having greater than 4 feet in vertical height is proposed; or
An area of 13,000 square feet or more is proposed to be graded unless:

It is determined by the Town Engineer that an area greater than 13,000 square feet is required to be graded for drainage purposed; or

The lot is 18,000 square feet or less in area with an average slope of five percent (5%) or less and the grading is necessary as determined by the Town Engineer to help reduce the amount of import or export of dirt required to grade the site; or

Grading is proposed on slopes having a fifteen percent (15%) or greater grade.

Section J112.1.2. Town Engineer's review and subsequent approval of the grading plans shall be based upon the following findings:

That the proposed grading conforms to the Town's policy goal of preserving the extent feasible the natural contours of the land; and

That the proposed grading conforms to the Town's policy goal of minimizing land disturbance caused by grading; and

The proposed slope of the land complies with all applicable regulations and is not unreasonably severe; and

The proposal will not unreasonably interfere with light, air, or visibility of the general public or of adjacent neighbors; and

The proposal is planned so as to prevent unreasonable damage to or interference with surrounding property; and

The proposal is planning so as to avoid unreasonable interference with the health or safety of people.

Section J112.1.2.1. Any grading resulting in a retention area that retain more than 18 inches of water must percolate within 72 hours.

J112.1.3. The decision of the Town Engineer shall be final unless appealed in writing to the Planning Commission. The letter of appeal accompanied by an appeal fee as set by the Town Council must be received by the Town Engineer within 10 days of said decision. The determination of the Planning Commission shall be final.

A new Section J113 is hereby added to Appendix Chapter J of the Appendix of the California Building code, 2025 Edition, to read as follows:

SECTION J113 Clearing Permit

J113.1. Permits Required. A person shall not clear or grub any vacant lot, or any developed lot exceeding one-half acre in size, without first obtaining a clearing permit from the Town. In the event that a grading permit has been issued with respect to the property, no clearing permit shall be required for that portion of the property covered by the grading permit.

J113.2. Findings and Decision. An application for a clearing permit shall not be approved unless the Building Official determines that the proposed clearing and grubbing will not result in the damage or removal of the Western Joshua tree and blowing dust or erosion of topsoil.

J113.3. Exemptions. Persons shall be exempt from this Section in the event that:

They are required to remove vegetation at the request of the California Department Fish and Wildlife, San Bernardino County Fire Protection District, San Bernardino County Flood Control District or any other appropriate governmental agency. This shall be done by mowing no ground disturbance; or

The proposed grading activity is part of an existing bona fide agricultural activity; or

The County Agricultural Commissioner has given written notice that the proposed grading/clearing activity is required to perform a new bona fide agricultural activity. A bona fide agricultural activity must be served by a water distribution system adequate for the proper operation of such activity.”

Chapter 8.13 entitled the “California Residential Code” is hereby added to read as follows:

Chapter 8.02.030

CALIFORNIA RESIDENTIAL CODE

Chapter 8.02.030. Adopted. The California Residential Code, 2025 Edition, prepared and published by the California Building Standards, is hereby adopted and made a part of this chapter by reference as the Residential Building Code of the Town of Yucca Valley. A copy of the California Residential Building Code, 2022 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.040 entitled “California Electrical Code” is hereby amended to read as follows:

Chapter 8.02.040

CALIFORNIA ELECTRICAL CODE

Chapter 8. 02.040. Adopted. The California Electrical Code, 2025 Edition, prepared and published by the California Building Standards, is hereby adopted and made a part of this Chapter by reference as the Electrical Code of the Town of Yucca Valley. A copy of the California Electrical Code, 2022 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.050 entitled “California Plumbing Code” is hereby amended to read as follows:

Chapter 8.02.050

CALIFORNIA PLUMBING CODE

Chapter 8.18.050 Adopted. The California Plumbing Code, 2025 Edition, prepared and published by the California Building Standards, including Appendices thereto and installation standards contained in is hereby adopted by reference as the Plumbing Code of the Town of Yucca Valley. A copy of the California Plumbing Code 2025 Edition, including the installation standards shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.060 entitled “California Existing Building Code” is hereby amended to read as follows:

Chapter 8.02.060

CALIFORNIA EXISTING BUILDING CODE

Chapter 8.02.060 Adopted. The California Existing Building Code, 2025 Edition, prepared and published by the California Building Standards, is hereby adopted and made part of this Chapter by reference as the Existing Building Code of the Town of Yucca Valley. A copy of the California

Existing Building Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.070 entitled “California Historical Building Code” is hereby amended to read as follows:

Chapter 8.02.070
CALIFORNIA HISTORICAL BUILDING CODE

Chapter 8.02.070 Adopted. The Historical Building Code Adopted By Reference: Except as hereinafter provided, the California Historical Building Code, 2025 Edition, published by the International Code Council is hereby adopted by reference as the Historical Building Code of the Town of Yucca Valley. A copy of the California Historical Building Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.080 entitled “California Reference Standards Code” is hereby amended to read as follows:

Chapter 8.02.080
CALIFORNIA REFERENCE STANDARDS CODE

Chapter 8.02.080 Adopted. California Reference Standards Code Adopted By Reference: Except as hereinafter provided, the California Reference Standards Code, 2025 Edition, published by the International Code Council is hereby adopted by reference as the California Reference Standards Code of the Town of Yucca Valley. A copy of the California Reference Standards Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.090 entitled “California Mechanical Code” is hereby amended to read as follows:

Chapter 8.02.090
CALIFORNIA MECHANICAL CODE

Chapter 8.02.090 Adopted. Mechanical Code Adopted By Reference: Except as hereinafter provided, the California Mechanical Code, 2025 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code of the Town of Yucca Valley. A copy of the California Mechanical Code, 2025 Edition shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.100 entitled “California Green Building Standards” is hereby amended to read as follows:

Chapter 8.02.100
CALIFORNIA GREEN BUILDING STANDARDS

Chapter 8.02.100 Adopted. California Green Building Standards Adopted By Reference: Except as hereinafter provided, the California Green Building Standards, 2025 Edition, published by the California Building Standards Commission is hereby adopted by reference as the Green Building Standards of the Town of Yucca Valley. A copy of the California Green Building Standards, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.110 entitled “California Energy Code” is hereby amended to read as follows:

Chapter 8.02.110
CALIFORNIA ENERGY CODE

Chapter 8.02.110 Adopted. California Energy Code Adopted By Reference: Except as hereinafter provided, the California Energy Code, 2025 Edition, published by the California Building Standards Commission is hereby adopted by reference as the California Energy Code of the Town of Yucca Valley. A copy of the California Energy Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.115 entitled “California Wildland Urban Interface Code” is hereby added to the Town of Yucca Valley Code and amended as follows:

Chapter 8.02.115
CALIFORNIA WILDLAND URBAN INTERFACE CODE

Chapter. 8.02.115 Adopted. California Wildland Urban Interface Code Adopted By Reference: Except as hereinafter provided, the California Wildland Urban Interface, 2025 Edition, published by the California Building Standards Commission is hereby adopted by reference as the Wildland Urban Interface Code of the Town of Yucca Valley. A copy of the California Wildland Urban Interface Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.120 entitled “California Fire Code” is hereby amended to read as follows:

Chapter 8.02.120
CALIFORNIA FIRE CODE

Chapter 8.02.120 Adopted. California Fire Code Adopted By Reference: Except as hereinafter provided, the California Fire Code, 2025 Edition, published by the California Building Standards Commission is hereby adopted by reference as the California Fire Code of the Town of Yucca

Valley. A copy of the California Energy Code, 2025 Edition, shall be maintained in the office of the Town Clerk of the Town of Yucca Valley and shall be made available for public inspection while this Code is in force.

Chapter 8.02.125 entitled “2024 International Property Maintenance Code is hereby added to the Town of Yucca Valley Code and amended to read as follows:

Chapter 8.02.125

2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

Chapter 8.02.125 Adopted. Except as hereinafter provided, the International Property Maintenance Code, 2024 Edition, published by the International Code Council, is hereby adopted by reference as the Housing Code of the Town of Yucca Valley. A copy of the International Property Maintenance Code, 2024 Edition, shall be maintained in the office of the Town Clerk for public inspection while this Code is in force.

SECTION 12. Modifications

The Town Council of the Town of Yucca Valley hereby expressly finds that these regulations and provisions, and those of the codes adopted herein, are in compliance with Sections 17958 et seq. of the Health and Safety Code of the State of California and that a copy of this Ordinance shall be forwarded to the California Building Standard Commission of the State of California by the Town Clerk of the Town of Yucca Valley, and said copy will serve to satisfy the requirements of filing of findings as stated in Section 17958.7 of the Health and Safety Codes of the State of California. Each of the foregoing modifications to the uniform code adopted by this Ordinance are reasonably necessary because of local climatic, geological or topographical conditions.

SECTION 13. Effective Date.

This Ordinance shall become effective thirty (30) days from and after date of its adoption, but not prior to January 1, 2026.

SECTION 14. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 15. Notice of Adoption.

The Town Clerk of the Town of Yucca Valley shall certify to the adoption of the Ordinance and cause publication to occur in the newspaper of general circulation and published and circulated in the Town in a manner permitted under Section 36933 of the Government Code of the State of California.

ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this
__nd day of _____, 2025.

Mayor

Attest:

Town Clerk

Approved as to Form:

Town Attorney

Approved as to Content:

Town Manager

of the decedent, you include license, will be sold for daily storage fees son(s) is/are doing

NOTICE OF PUBLIC HEARING
YUCCA VALLEY TOWN COUNCIL
TUESDAY, NOVEMBER 4, 2025
BEGINNING AT 6:00 P.M.
YUCCA VALLEY COMMUNITY CENTER - YUCCA ROOM
57090 TWENTYNINE PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE YUCCA VALLEY TOWN COUNCIL TO CONSIDER THE FOLLOWING DESCRIBED APPLICATION:

CASE NUMBER: Adoption of the 2025 California Building Codes published by the International Code Council

APPLICANT: Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

PROPOSAL: An ordinance of Town of Yucca Valley amending Title 8 of the Yucca Valley Municipal Code adopting the:

Part 1 of Title 24 of the California Code of Regulations, compromising the 2025 California Administrative Code of Regulations, compromising the 2025 California Building Code Volumes 1 & 2, with appendices and Chapter 1 Division II;

Part 2.5 of the Title 24 of the California Code of Regulations, compromising the 2025 California Residential Code with appendices;

Part 3 of Title 24 of the California Code of Regulations, comprising the 2025 California Electrical Code;

Part 4 of Title 24 of the California Code of Regulations, comprising the 2025 California Mechanical Code;

Part 5 of Title 24 of the California Code of Regulations comprising the 2025 California Plumbing Code, with appendix H;

Part 6 of the Title 24 of the California Code of Regulations, comprising the 2025 California Energy Code;

Part 7 of the Title 24 of the California Code of Regulations, comprising the 2025 Wildland-Urban Interface Code;

Part 8 of Title 24 of the California Code of Regulations, comprising the 2025 Historic Building Code;

Part 9 of Title 24 of the California Code Regulations, comprising the 2025 California Fire Code with Chapter appendices; B, BB, C, CC

Part 10 of Title 24 of the California Code of Regulations, comprising the 2025 California existing Building Code;

Part 11 of Title 24 of the California Code of Regulations, comprising the 2025 California Green Building Standards Code;

Part 12 of Title 24 of the California Code of Regulations, comprising the 2025 California Referenced Standards Code;

The 2025 Edition of the International Property Maintenance Code.

ENVIRONMENTAL DETERMINATION: The project was reviewed under the California Environmental Quality Act (CEQA) and the Town's Guidelines to implement same. The project is exempt from CEQA under Section 15061(b) (3) since there is no possibility of a significant impact on the environment caused by this amendment.

The proposed amendment to revise the Town's regulations has no potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. This ordinance meets the exemption criteria which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".

Any person affected by the application(s) may appear and be heard in support of or opposition to the proposal at the time of the hearing. The environmental findings, along with the proposed ordinance are available and may be reviewed at the Town of Yucca Valley Town Clerk's Office, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 from 7:30 a.m. to 5:30 p.m., Monday through Thursday or obtain information at (760)369-7207.

The Town Council in its deliberation could recommend approval of the project, deny the project, or approve the project in an alternative form. If you challenge any of the projects in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to the Public Hearing.

Published Date: Published on October 15, 2025, and October 22, 2025.

9/25/2025

/s/ Lesley R. Copeland, CMC

Date

Town Clerk, CMC

license, will be sold for daily storage fees son(s) is/are doing

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Part 8 of Title 24 of the California Code of Regulations, comprising the 2025 Historic Building Code;

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**ENVIRONMENTAL
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Published Date: Published on October 15, 2025, and October 22, 2025.

9/25/2025

/s/ Lesley R. Copeland, CMC

Date

Town Clerk, CMC

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Shane Stueckle, Deputy Town Manager, Paul Osterman, Building Official

Date: October 14, 2025

Meeting Date: November 4, 2025

Subject: Building & Safety Annual Presentation/Report

Recommendation:

That the Town Council receives and files the Building and Safety Annual Report.

Prior Review:

There has been no prior review of this matter.

Discussion:

The Building & Safety Annual Report will cover information from staffing levels, office hours, field inspections, construction trends, and other general building information. Representatives from Charles Abbott Associates will be available to answer questions following the presentation.

This report covers July 1, 2024, through June 30, 2025.

Alternatives

Staff recommends no alternative actions.

Fiscal Impact:

NA

Attachments

None

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Curtis Yakimow, Town Manager

Date: October 30, 2025

Meeting Date: November 4, 2025

Subject: Animal Shelter Operational Review Status Update

Recommendation:

That the Town Council receives and files the Operational Review Status Update and provides input and direction as desired, including potential development of an operational agreement with local rescue partners.

Prior Review:

Last reviewed in July 2025.

Discussion:

The Town Council directed Town management to conduct an Operational Review of shelter operations, policies, and practices, and return to the Town Council within 90 days. Focused operational reviews can be helpful to confirm or correct statistics, affirm or clarify operational practices, evaluate procedures for consistency with industry best practices, consider modifications that may improve desired outcomes, and provide communication and transparency to the public.

The Town Council accepted the Operational Review and associated recommendations on June 3, 2025 and directed staff to continue or begin the implementation of the various recommended actions. Staff has been working on the recommendations and Town staff will present an update for the Town Council at the November 4 Town Council meeting. Additional information and data review will be included in the review.

Public shelters will often engage in formal operational agreements with various partners to assist in meeting shelter objectives. Examples of such agreements may include a financial structure that will allow for the placement of animals with a rescue group to facilitate and encourage greater live release rates. While the Town has reached out to numerous rescue groups, participation of such groups has been limited, and operational agreements may assist those efforts.

Finally, animal shelter operations are ongoing and daily activities. A report and subsequent updates given at a single point in time will not be sufficient for long-term policy and practice change. While specific recommendations are presented, meeting the Town Council's established performance factors will be a marathon, not a sprint. Successful implementation will require Town Council commitment, public engagement, professional collaboration, financial commitments, public education, and staff accountability.

Alternatives

None recommended.

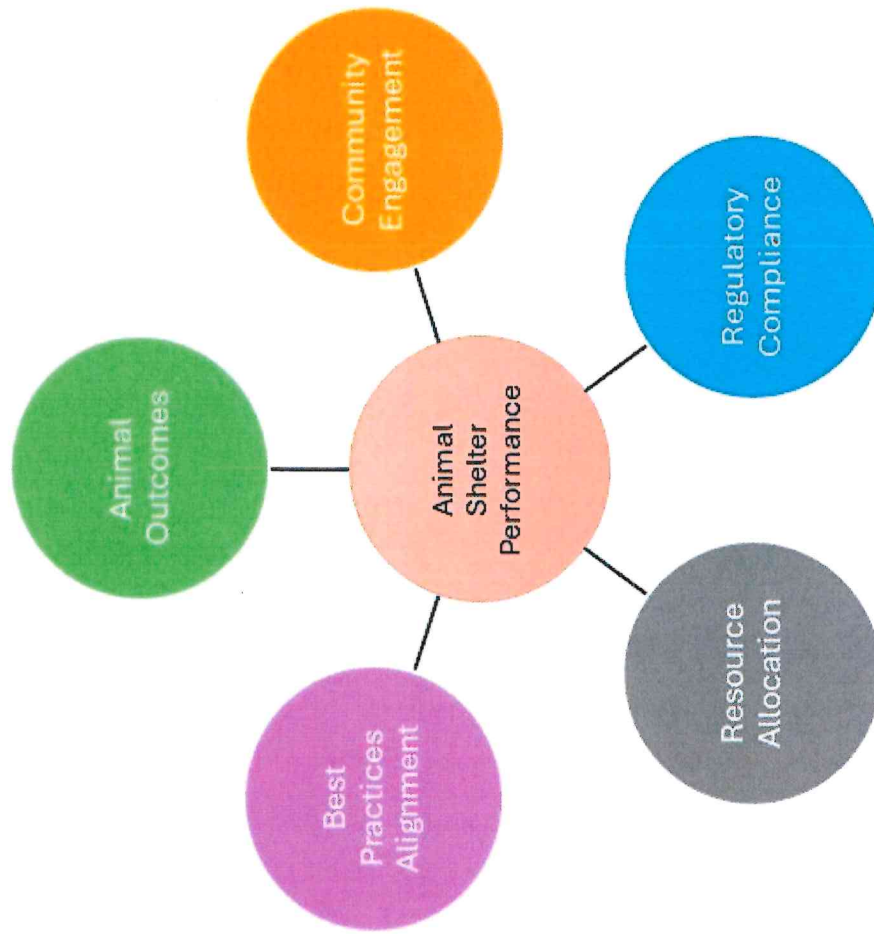
Fiscal Impact:

None with this item.

Attachments

1. Animal Shelter Review Status Matrix

Yucca Valley Animal Shelter Performance Factors



Animal Shelter Review

Factor	#	Recommendation	Description	Priority	Cost	Timeline	Status
Community Engagement	1	Form Town Council Standing Committee	Establish Town Council Standing Committee to implement ongoing communication opportunities with the community.	1	\$	Form Committee in June 2025, meeting approximately quarterly	Complete and ongoing.
Community Engagement	2	Review Town Volunteer Policy and Program	Ensure Town Policy adequately addresses volunteer needs and opportunities for the Yucca Valley Animal Shelter.	1	\$	June /July, 2025	Complete and updated.
Community Engagement	3	Establish Volunteer Positions and recruit for those Volunteer Positions	Ensure priority volunteer positions meet the Shelter's operational needs and that the appropriate staffing and supervision structure exists for those volunteers.	1	\$\$	August/Sept 2025	Recruitment and clearance completed; Implementation pending ACC leadership appointment.
Community Engagement	4	Establish Donor and Donor Recognition Program	Develop outreach for financial and service donors and ensure proper recognition of all donors.	2	\$	Jan 2026	Not started.
Community Engagement	5	Implement Spay Neuter Vaccination Clinics	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership.	2	\$\$\$	Summer 2025	Complete and ongoing.
Community Engagement	6	San Bernardino County Animal Control Coordination	Encourage San Bernardino County to hold spay neuter vaccination clinics for the unincorporated Morongo Basin Area.	2	\$	June 2025 and ongoing	Complete and ongoing.
Community Engagement	7	Maximize customer feedback on Shelter customer service levels and performance.	Modify customer service form to continually receive customer feedback on Shelter performance.	2	\$	October 2025	Initiated and ongoing.
Community Engagement	8	Review Animal Care and Control Fees for Services	Consider adjusting adoption fees for seniors, veterans, and for animals that have been at the Shelter for 60 or more days.	2	\$\$	Summer/Fall 2025	Complete and ongoing. Multiple events with significant fee reductions or waivers.
Community Engagement	9	Expand use of local media to market adoptable animals	Radio station and newspaper advertisements encouraging adoption of Shelter animals.	1	\$\$\$	May 2025 and ongoing	Complete and ongoing.

Not Started
 Initiated and ongoing
 Complete and/or ongoing

Animal Shelter Review

Factor	#	Recommendation	Description	Priority	Cost	Timeline	Status
Regulatory Compliance	1	Implement state mandated holding periods	Ensure compliance with mandatory holding periods for known owned and non owned animals.	1	\$	Immediate and ongoing	Complete and implemented.
Regulatory Compliance	2	Make animals available for public adoption pursuant to California law.	Ensure compliance with State laws for defining adoptable animal including Food and AG Code 17005 and Penal Code 599d.	1	\$	Immediate and ongoing	Complete and implemented.
Regulatory Compliance	3	Use all resources available to contact owners of shelter animals with owner identification.	Ensure compliance with state law in all efforts to contact known animal owners.	1	\$	Immediate and ongoing	Complete and implemented.
Regulatory Compliance	4	Local regulation review	Evaluate local regulations for potential modifications that will support Shelter operations and Key Performance Factors.	3	\$	FY 2025-26	Not started. Scheduled for 2Q2026.

Animal Shelter Review

Factor	#	Recommendation	Description	Priority	Cost	Timeline	Status
Resource Allocation	1	Amend FY 2025-26 Budget to address staffing needs identified through the 90 Day Operational Review	Make recommendations to the Town Council for necessary funds to implement programmatic changes.	1	\$\$\$	June - Aug 2025	Complete for FY 2025; ongoing and under development for FY 2026.
Resource Allocation	2	Review staffing levels 6 to 9 months following implementation.	To consider further staffing modifications if necessary.	1	\$	Jan thru June 2026	Completed early; additional resources identified and recruitments ongoing.
Resource Allocation	3	Amend FY 2025-26 Budget to address operational needs identified through the Review	Volunteers Program, Foster Program, Spay Neuter Vaccination Clinics, Software Purchase, training and implementation.	1	\$\$\$	June - Aug 2025	Tracking and ongoing; budgetary resources currently adequate. Anticipate modification 2Q2026.
Resource Allocation	4	Amend FY 2025-26 Budget to address local and social media needs	Expand use of local and social media to increase live outcome rates.	1	\$	Immediate and ongoing	Completed and ongoing.
Resource Allocation	5	Consider future budget amendments if necessary to implement further operational change	Monitor data and statistics in evaluating modified program implementation and effectiveness.	3	\$	Jan thru June 2026	Not started; dependent on future program needs.
Resource Allocation	6	Consider expanding operational hours for public access to the Shelter	Evaluate an expansion of the operating hours for public access to the Shelter based on visitation data, resident surveys, best practices, and fiscal resource requirements.	2	\$\$\$	FY 2026-28	Not started; review scheduled for FY 2026-27.

Animal Shelter Review

Factor	#	Recommendation	Description	Priority	Cost	Timeline	Status
Animal Outcomes	1	Maximize Animal Adoption Rates	Use all available tools including adoption fees, foster programs, community education, and special adoption events to maximize adoption rates.	1	\$	June 2025 and ongoing	Adoption rates increased significantly. Increasing live release rates a primary shelter goal.
Animal Outcomes	2	Minimize Animal Euthanasia Rates	Use all available tools to transition animals from the shelter to forever homes through adoption, return to owner, transfer to rescue and other shelters, and through education and outreach to the community.	1	\$\$\$	June 2025 and ongoing	Euthanasia rates down significantly. Factors driving downward rate include both increased adoption rates as well as operational decisions. Current euthanasia rate not sustainable.
Animal Outcomes	3	Maximize Rescue Group Outreach, Coordination and Adoption.	Ensure ongoing outreach to add animal rescue organizations to the Town's approved list, and distribute data daily on available rescue group animals	1	\$	June 2025 and ongoing	Implemented and ongoing. Over 600 rescue groups contacted regularly. Rescue group participation minimal. May consider rescue group partnerships.
Animal Outcomes	4	Maximize Spay Neuter Clinics for Town Residents	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership	1	\$\$\$	Summer 2025	Completed and ongoing.
Animal Outcomes	5	Encourage and Coordinate County Animal Control Spay Neuter Clinics in the Unincorporated County Area	Encourage San Bernardino County to hold spay neuter vaccination clinics for the unincorporated Morongo Basin Area.	1	\$	Summer 2025	Completed and ongoing.
Animal Outcomes	6	Maximize Return to owner efforts where possible.	Through compliance with state law and maximizing use of shelter population data, use social media to maximize availability of lost and owned pets to be returned to their owners. Coordination with other social media resources	1	\$	June through December 2025.	Completed and ongoing.
Animal Outcomes	7	Public Education	Evaluate best practices for public education programs and initiatives to highlight responsible pet ownership, pitfalls of illegal breeding, importance of spay/neuter programs and similar campaigns.	1	\$	Oct - Dec 2025	Initiated and ongoing. Full program assigned to ACC leadership.
Animal Outcomes	8						

Animal Shelter Review

Factor	#	Recommendation	Description	Priority	Cost	Timeline	Status
Best Practices Alignment	1	Review, purchase and initiate new field and shelter software	Implement modern data systems for shelter management and public information.	1	\$	June through Dec 2025	Initial review underway; final determination will be managed by ACC leadership.
Best Practices Alignment	2	Ensure daily online information for all animals at the Yucca Valley Animal Shelter	Implement modern data systems that provide information on public adoptable, lost, and non public adoptable animals that is updated daily.	1	\$	Jan 2026	Completed and ongoing; addressing breaks in update with staffing assignments and structure.
Best Practices Alignment	3	Establish and implement Foster Program that function as an extension of the Shelter.	Implement foster programs that function as an extension of shelter services where animals may even be adopted directly from fosters.	1	\$	Jan 2026	Not started. Program assigned to ACC leadership.
Best Practices Alignment	4	Establish and implement Volunteer Program.	Ensure priority volunteer positions meet the Shelter's operational needs and that the appropriate staffing and supervision structure exists for those volunteers.	1	\$	August - September 2025	Recruitment and clearance of volunteers completed. Implementation of program assigned to ACC leadership.
Best Practices Alignment	5	Provide professional training opportunities for Shelter staff	Ensure necessary certifications and professional animal shelter and control training for staff.	1	\$	Ongoing	Ongoing and continuing. Anticipate significant training requirements with current staffing structure.
Best Practices Alignment	6	Implement Spay Neuter Vaccination Clinics	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership.	2	\$\$\$	Ongoing	Completed and ongoing. Currently executed on a quarterly basis.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: October 27, 2025

Meeting Date: November 4, 2025

Subject: Public Safety Contract Amendment

Recommendation:

It is recommended that the Town Council:

- Approve an amendment for fiscal year 2025-26 to the contract with the San Bernardino County Sheriff's Department in the amount of \$6,909,216 and authorize the Town Manager or Mayor to sign on behalf of the Town.
- Amend the FY2025-26 General Fund Budget and Measure Y Special Revenue Fund Budget as identified in Exhibit A.

Prior Review:

On May 20, 2025 the Town Council reviewed and approved the FY2025-26 Public Safety Contract amendment.

Discussion:

Since Town incorporation in 1991, the Town of Yucca Valley contracts with the San Bernardino County Sheriff's Department for public safety services. Annually, the Town and San Bernardino County Sheriff's Department review and amend the existing public safety contract to reflect updated changes to the Law Enforcement Services Contract. In May 2025, the costs of existing service levels for FY2025-26 and the related contract amendment was reviewed and approved by the Town Council.

Labor negotiations were ongoing at that time and the finalized negotiations have resulted in an increase to the Town's Schedule A costs for a total increase of \$419,817 for a total contract cost of \$6,909,216. The Town's Adopted FY 2025-26 budget accommodated an increase of 2% but will required an amendment, as identified in Exhibit A, to appropriate funds for the remaining increase not accommodated within the current budget.

Alternatives

None.

Fiscal Impact:

The total contract increase for the FY2025-26 Schedule A is \$419,817. The Town's General Fund and Measure Y Funds have an appropriated budget of \$6,745,800. To accommodate this increase a budget amendment is recommended for \$163,416. Measure Y Fund 801 will contribute a total of \$1,074,244 to the total contract costs, representing 33% of anticipated FY25-26 Measure Y sales tax revenues.

Attachments

1. CON-SHERIFF-12-16-2025 Yucca Valley LE Service FY25-26 AGR94-832 A35
2. Exhibit A - Public Safety Contract Amendment 11.4.25



Contract Number

94-832 A-35

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	<u>Carolina Mendoza, Chief Deputy Director of Sheriff's Administration</u>
Telephone Number	<u>(909) 387-0640</u>
Contractor	<u>Town of Yucca Valley</u>
Contractor Representative	<u>Curtis Yakimow, Town Manager</u>
Telephone Number	<u>(760) 369-7207</u>
Contract Term	<u>07/01/2025 through 06/30/2026</u>
Original Contract Amount	<u>\$6,489,400</u>
Amendment Amount	<u>\$419,817</u>
Total Contract Amount	<u>\$6,909,216</u>
Cost Center	<u>4414461000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 35

Effective October 4, 2025, Contract No. 94-832 to provide law enforcement service to the Town of Yucca Valley is hereby amended by replacing Schedule A referred to in Section II. CONSIDERATION, with the Schedule A attached hereto and incorporated herein by this reference.

Except as amended, all other terms and conditions of this Contract remain as stated therein.

[With the exception of signatures, this page is intentionally left blank].

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Town of Yucca Valley

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Curtis Yakimow

(Print or type name of person signing contract)

Title Town Manager

(Print or Type)

Dated: _____

Address 57090 Twentynine Palms Highway

Yucca Valley, CA 92284

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Grace B. Parsons, Deputy County Counsel	► _____	► Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____

SCHEDULE A
Law Enforcement Services Contract
Town of Yucca Valley
2025-26

LEVEL OF SERVICE	COST	MOU INCREASES (EFF. 10/4/25)	TOTAL NEW CONTRACT AMOUNT (EFF. 10/4/25)
0.52 Lieutenant	\$ 206,821 ¹	\$ 17,762 ¹	\$ 224,583 ¹
2.23 Sergeant	725,362 ¹	57,651 ¹	783,013 ¹
2.22 Detective/Corporal	612,196 ¹	56,004 ¹	668,200 ¹
10.41 Deputy Sheriff	2,390,625 ¹	224,419 ¹	2,615,044 ¹
2.00 Deputy Sheriff (non-relief)	459,294 ¹	43,116 ¹	502,410 ¹
1.00 School Resource Officer	229,647 ¹	21,558 ¹	251,205 ¹
2.36 Sheriff's Service Specialist	191,086 ¹	34,395	225,481 ¹
3.13 Office Specialist	309,687 ¹		309,687 ¹
0.00 Motor Pool Services Assistant	35,089	(35,089)	-
4.00 Marked Unit	90,634 ²		90,634 ²
2.00 Marked Unit - 4X4 SUV	51,376 ²		51,376 ²
1.00 Marked K-9 Unit	28,400 ²		28,400 ²
2.00 Unmarked Unit	22,790 ²		22,790 ²
2.00 Pickup truck	21,965 ²		21,965 ²
3.00 Citizen Patrol Donated Truck (Equip & Comm Only)	3,920 ³		3,920 ³
Dispatch Services	364,881 ¹		364,881 ¹
23.00 HTs (Amortization, Access & Maintenance)	36,846		36,846
1.00 Additional MDCs (Access Only)	571		571
1.00 Additional MDCs	1,175		1,175
17.00 Taser Replacement (Amortized over 5-years)	17,538		17,538
Administrative Support	32,912		32,912
Office Automation	80,984		80,984
Body Worn Cameras	24,287		24,287
Vehicle Insurance	39,189		39,189
Personnel Liability & Bonding	438,808		438,808
Workers' Comp Experience Modification	(21,630)		(21,630)
County Administrative Cost	94,947		94,947
Cost for FY2025-26	\$ 6,489,400 ¹⁻⁵	\$ 419,817 ¹	\$ 6,909,216 ¹⁻⁵

Monthly Payment Schedule

1st payment due July 15, 2025:	\$540,787
2nd through 3rd payments due the 5th of each month:	\$540,783
4th payment due October 5, 2025:	\$587,431
5th through 12th payments due the 5th of each month:	\$587,429

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.

⁴ Services and supplies will be billed to the City on a quarterly invoice.

⁵ Grant funded, donated and non-replaceable vehicles will incur a vehicle insurance and equipment connection cost for the period the vehicle is in use.

SCHEDULE A
Law Enforcement Services Contract
Town of Yucca Valley
2025-26

Additional Costs Billed Quarterly:

The Town will be billed on a quarterly basis for the following items:

- Increase to salaries and benefits resulting from Board of Supervisors-approved changes to Memoranda of Understanding with the County's various employee organizations.
- Actual overtime costs.
- Actual on-call costs.
- Actual costs of vehicle fuel, repair and maintenance, including the costs of collision repair.
- Actual costs for services and supplies.

LEVEL OF SERVICE SUMMARY

SAFETY:

Lieutenant	-	0.52
Sergeant	-	2.23
Detective/Corporal	-	2.22
Deputy Sheriff	-	10.41
Deputy Sheriff - Traffic Car	-	2.00
School Resc Officer	-	<u>1.00</u>
		18.38

GENERAL:

Sheriff's Service Specialist	-	2.36
Office Specialist	-	3.13
Motor Pool Service Assistant	-	0.00
Dispatchers	-	<u>2.32</u>
		7.80

VEHICLES:

Marked Patrol Units	-	4.00
Marked Patrol Units-4x4 SUV	-	2.00
Marked Patrol Units- K9 SUV	-	1.00
Safety Unmarked Units	-	2.00
Pickup Trucks	-	2.00
Donated Vehicles-Ins Only	-	<u>5.00 *</u>
		16.00

DONATED VEHICLES LIST:

Citizen Patrol - SUVs	-	3.00 *
Radar/Message Trailer	-	1.00 *
Off-road Motorcycle	-	<u>1.00 *</u>
		5.00 *

* (Included for insurance costs only)

**Town of Yucca Valley
FY 2024-26 Adopted Budget
Special Revenue Funds**

801-Town Essential Services	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS					
Sales Tax	\$ 2,600,000	\$ 2,756,833	2,950,000		2,950,000
Interest Income	25,000.00	25,341.89	20,000		20,000
TOTAL RECEIPTS	2,625,000	2,782,175	2,970,000	-	2,970,000
EXPENDITURES					
Indirect Cost Recovery	96,000	96,000	120,000		120,000
Measure Communication Services	30,000	28,960	30,000		30,000
Sales Tax Admin Costs	4,000	2,731	4,000		4,000
TOTAL EXPENDITURES	130,000	127,691	154,000	-	154,000
CAPITAL OUTLAY					
Work in Progress	3,039,388	2,137,698	3,720,397	88,444	3,808,841
TOTAL CAPITAL OUTLAY	3,039,388	2,137,698	3,720,397	88,444	3,808,841
OPERATING TRANSFERS IN (OUT)					
Transfer In (Out) - Fund 800	(150,000)	(150,000)	-	-	-
Transfer In (Out) - Fund 572	(1,500,000)	-	(1,500,000)	-	(1,500,000)
	(1,650,000)	(150,000)	(1,500,000)	-	(1,500,000)
INCREASE (DECREASE) IN FUND BALANCE	(2,194,388)	366,789	(2,404,397)	(88,444)	(2,492,841)
BEGINNING FUND BALANCE	3,386,621	3,386,621	3,753,410		3,753,410
ENDING FUND BALANCE	\$ 1,192,233	\$ 3,753,410	\$ 1,349,013		\$ 1,260,569

Work in Progress Detail

Maintenance of Existing Essential Public Safety	930,000	930,000	985,800	88,444	1,074,244
Slurry Seal	-	1,552	1,250,000	-	1,250,000
Crack Sealing	-	-	250,000	-	250,000
Emergency Dirt Road Maintenance	100,000	-	100,000	-	100,000
Infrastructure Contingency	100,000	17,800	200,000	-	200,000
Town Recreation and Park Improvements	470,000	480,444	-	-	-
Infrastructure Projects	670,000	499,797	1,800,000	-	1,800,000
Expanded Senior Programming	80,000	94,467	85,000	-	85,000
Senior Center Improvements (w/ Parking Lot)	155,999	107,377	48,622	-	48,622
Community Non-Profit Partnerships	100,000	100,000	100,000	-	100,000
Homelessness Program	100,000	-	100,000	-	100,000
Museum Improvements	50,000	-	50,000	-	50,000
QOL - Vector Control Services	66,000	66,062	70,000	-	70,000
SR 62 Beautification - Monument Signs	435,000	-	435,000	-	435,000
CA Welcome Center Roof Maintenance	250,000	185,563	-	-	-
Sports Complex Masterplan	27,032	25,049	-	-	-
Community-Wide QOL Program - CC Athletics Masterplan	175,357	129,382	45,975	-	45,975
	3,039,388	2,137,698	3,720,397	88,444	3,808,841

**Town of Yucca Valley
General Fund Budget Summary**

	Year-End FY24-25	Amended FY25-26	Proposed Amendments	Amended FY25-26
REVENUES				
Property Tax	\$ 7,948,701	\$ 7,113,200		\$ 7,113,200
Sales Tax - Bradley-Burns	4,704,093	4,950,000		4,950,000
Franchise	1,414,342	1,447,900		1,447,900
Transient Occupancy Tax	4,315,179	3,950,000		3,950,000
Interest	1,860,312	625,000		625,000
Animal Services Budget	482,234	587,290		587,290
Community Development Budget	1,084,925	974,000		974,000
Administrative/Other	557,218	447,760		447,760
Community Services Budget	212,651	189,000		189,000
Total Revenues	22,579,655	20,284,150		20,284,150
EXPENDITURES				
Personnel Services	6,313,988	7,261,976		7,261,976
Contract Safety	5,932,653	6,146,000	331,373	6,477,373
Operating Supplies & Services	4,733,990	5,404,379		5,404,379
Partnerships	156,920	170,000		170,000
Capital Projects	102,784	183,388		183,388
Debt Service Payment	1,330,000	1,330,000		1,330,000
Total Expenditures	18,570,335	20,495,743		20,827,116
Excess (deficiency) of revenue over expenditures	4,009,320	(211,593)	-	(542,966)
OTHER FINANCING SOURCES				
Transfer In	54,000	54,000		54,000
Transfers Out	(4,086,000)	(86,500)		(86,500)
Total Other Funding Sources	(4,032,000)	(32,500)		(32,500)
Net Change in Fund Balances	(22,680)	(244,093)		(575,466)
Fund Balance, Beginning of Year	22,626,082	22,603,401		22,603,401
Fund Balance, End of Period	\$ 22,603,401	\$ 22,359,308		\$ 22,027,935
Fund Balance Summary				
Unassigned Reserves	16,118,878	15,874,484		15,543,111
Nonspendable	200,000	200,000		200,000
Restricted	3,284,524	3,284,824		3,284,824
Assigned-Risk Management	500,000	500,000		500,000
Assigned-Catastrophic	1,500,000	1,500,000		1,500,000
Assigned-Retiree Obligation	1,000,000	1,000,000		1,000,000
Assigned-Other	-	-		-
Ending Fund Balance	22,603,401	22,359,308		22,027,935
Operating Reserves (% of Expend)	87%	77%		75%

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jared Jerome, Associate Planner

Date: October 27, 2025

Meeting Date: November 4, 2025

Subject: Land Development Update

Recommendation:

That the Town Council receives and files the report.

Prior Review:

There has been no prior review of this item. The purpose of this report is to update the Town Council on private land development and capital project activity.

Discussion:

Town staff will provide the Town Council with an update on current private land development and capital projects and anticipated schedules.

Alternatives

None.

Fiscal Impact:

None.

Attachments

None