



Tuesday, December 2, 2025, 7:00 P.M.

Location: City Council Chambers, 240 W. Huntington Drive

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：(626) 574-5455）。请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：(626) 574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda.
2. **Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. Your comments must be received at least 30 minutes prior to the posted meeting time.
3. **Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

Electronic submission of Public Comment is also available via the City's website or by email as noted above. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

如何提交公众评论意见：

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见

1. **现场发言：**填写发言卡，注明议程项目编号并投入公众意见投递箱；或在市长邀请发言者上前时，直接上前至讲台。发言时间通常根据发言人数确定，具体如下：**5**人及以下，**每人 5 分钟**；**6**至**20**人，**每人 3 分钟**；**21**至**50**人，**每人 2 分钟**；超过**50**人，**每人 1 分钟**。所有非公开听证事项的意见通常在议程中的公众意见环节听取。
2. **网站：**请使用以下网站中刊载的在线公众评论意见表提交您的评论意见：ArcadiaCA.gov/comment。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
3. **电子邮件：**请将您的评论意见通过电子邮件发送至：CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录，但会在会议开始前转交给市议会，供市议会考虑。

1. CALL TO ORDER

2. INVOCATION

Pastor David Park, Arcadia Fire Department Chaplain

3. PLEDGE OF ALLEGIANCE

Pastor David Park, Arcadia Fire Department Chaplain

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor
Eileen Wang, Mayor Pro Tem
Dr. Michael Cao, Council Member
Paul P. Cheng, Council Member
David Fu, Council Member

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

6. PRESENTATIONS

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.

- b. Presentation by Ed Reece, President of the San Gabriel Valley Council of Governments: 2025 President’s Introduction.

7. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card, noting the agenda item number and placing it in the Public Comment Drop Box, prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

You are hereby advised that should you desire to legally challenge in court or in an administrative proceeding any action taken by the City Council regarding any public hearing item, you may be limited to raising only those issues and objections you or someone else raised at the public hearing or in written correspondence delivered to the City Council at, or prior to, the public hearing.

- a. Resolutions setting City Water and Sewer Rates for Calendar Years 2026 through 2030.

Resolution No. 7663 setting City Water Rates and finding the rates will not exceed the estimated amount necessary to fund the operation of the City Water System for Calendar Years 2026 through 2030.

CEQA: Exempt

Recommended Action: Adopt

Resolution No. 7664 setting City Sewer Rates and finding the rates will not exceed the estimated amount necessary to fund the operation of the City Sewer System for Calendar Years 2026 through 2030.

CEQA: Exempt

Recommended Action: Adopt

8. PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more

than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

9. CONSENT CALENDAR

- a. Regular Meeting Minutes of November 18, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7653 approving wage adjustments for unrepresented, non-benefited part-time employees in accordance with California’s minimum wage increase, effective January 1, 2026.
CEQA: Not a Project
Recommended Action: Approve
- c. Resolution No. 7665 casting its votes for one of the candidates to represent Arcadia and other cities with prescriptive pumping rights as a Board Member on the San Gabriel Basin Water Quality Authority.
CEQA: Not a Project
Recommended Action: Adopt
- d. Resolution No. 7667 authorizing submittal of the Fiscal Year 2025-26 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.
CEQA: Not a Project
Recommended Action: Adopt
- e. Resolution No. 7668 making an appointment to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees.
CEQA: Not a Project
Recommended Action: Adopt and Make Appointment
- f. Purchase Order with Textron E-Z Go, LLC for the purchase of nine 2026 RXV Elite E-Z Go Golf Carts in the amount of \$80,952.30.
CEQA: Not a Project
Recommended Action: Approve
- g. Accept all work performed by American Asphalt South, Inc. for the Fiscal Year 2024-25 Annual Slurry Seal Project as complete.
CEQA: Exempt
Recommended Action: Approve

10. CITY MANAGER

- a. Professional Services Agreement with AqueoUSVETS LLC. for the Ion Exchange ("IX") Adsorption Vessel Systems in the amount of \$4,763,552.55.
CEQA: Not a Project
Recommended Action: Approve

11. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports)*.

12. REQUEST FOR FUTURE ITEMS

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, December 16, 2025, at 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall and on the City's website at www.ArcadiaCA.gov. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCA.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

PUBLIC PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please place a *Speaker Card* in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record.

PUBLIC COMMENTS: Should be presented during the time designated as "PUBLIC COMMENTS", for all matters on the agenda or not on the agenda. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter may be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting except for public hearing items.**

PUBLIC HEARINGS AND APPEALS: Are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), the allotted speaking time is generally determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each; between 6 and 20 speakers – 3 minutes each; between 21 and 50 speakers – 2 minutes each; and more than 50 speakers – 1 minute each.** The applicant may additionally submit rebuttal comments.

AGENDA ITEMS: The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

DECORUM: While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official or a majority of the Councilmembers, for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，欢迎您就市政事务分享观点。

会议： 市议会例行会议于每月第一个和第三个星期二晚 7:00 在市议会议事厅举行。完整的市议会议程资料包（含所有背景信息）可在市政厅和市网站 www.ArcadiaCA.gov 获取。如有需要，可通过电子邮件 (CityClerk@ArcadiaCA.gov) 索取单项议程报告副本。本议程公布后分发给多数市议会成员的文件，可在市书记官办公室查阅，地址为 240 W. Huntington Drive, Arcadia, California。市议会会议将通过有线电视直播和重播。您出席本次公开会议，您的影像和/或声音可能如前所述被录制和播放。

公众参与： 欢迎您参加所有市议会会议。每次例行会议均为希望在市议会发言的与会者预留时间。市府要求在市议会发言的人士避免发表人身攻击、诽谤、亵渎或扰乱秩序的言论。请尽可能将**发言卡**投入公众意见投递箱，或在市长邀请发言者上前时直接上前至讲台，并报上姓名和地址（可选）以供记录。

公众意见： 所有关于议程内或议程外事项的意见，均应在指定的“公众意见”环节提出。**根据州法律，对于未列入议程的项目，市议会不得予以讨论或投票表决。相关事宜可转交工作人员采取适当行动或做出回应，或列入未来会议议程，公开听证事项除外。**

公开听证和上诉： 这些是已列入议程、需要或希望听取公众意见的项目。除申请人外（市议会可酌情允许其发言更长时间），发言时间通常根据人数确定，具体如下：**5 人及以下，每人 5 分钟；6 至 20 人，每人 3 分钟；21 至 50 人，每人 2 分钟；超过 50 人，每人 1 分钟。** 申请人可另外提交反驳意见。

议程项目： 议程包含市议会的常规议事顺序。议程上的项目通常已由市府工作人员在会前进行审查和调查，以便市议会在决策前充分了解相关事项。

同意议程： 同意议程上的项目被市议会视为常规事项，将通过一次动议进行表决。除非市议会成员、工作人员或公众提出要求，否则不会对这些项目单独讨论。若有此要求，该项目将从同意议程中移除，并另行审议和表决。

会场秩序： 公众可自由批评市政政策以及市议会或其成员的行动或拟议行动，但不得有扰乱会议正常进行的行为，包括但不限于：妨碍其他与会者在发言时被听见，或妨碍其他与会者听见或看见会议进程。公众不得以人身伤害威胁任何人，或以任何可合理解读为迫在眉睫的人身伤害威胁的方式行事。所有与会者均须遵守市府禁止基于种族、宗教信仰、肤色、国籍、血统、身体残疾、健康状况、婚姻状况、性别、性取向或年龄进行骚扰的政策。警察局长或其指定的警局成员担任市议会会议的秩序官。秩序官须执行会议主持官员或多数议员下达的命令和指示，以维持会场秩序和礼仪。任何违反会场秩序和礼仪的人员可能被逮捕，并根据《刑法》第 403 节或适用的《Arcadia 市政法典》条款被起诉。



PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Rebecca Cardenas, Management Analyst

SUBJECT: RESOLUTIONS SETTING CITY WATER AND SEWER RATES FOR CALENDAR YEARS 2026 THROUGH 2030

RESOLUTION NO. 7663 SETTING CITY WATER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY WATER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

CEQA: Exempt

Recommendation: Adopt

RESOLUTION NO. 7664 SETTING CITY SEWER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY SEWER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

CEQA: Exempt

Recommendation: Adopt

SUMMARY

On October 7, 2025, the City Council directed the Public Works Services Department ("PWSD") to follow Proposition 218 ("Prop 218") balloting procedures to establish water and sewer rates and conduct a public hearing. Proposition 218 requires the mailing of a written notice detailing the proposed rate adjustment to all property owners and tenants who are responsible for paying the utility bill. The City is proposing to adjust its water and sewer rates for five years. If approved, the new rates will become effective and operative for water use and all bills sent after January 1, 2026, and each January 1 thereafter, as set forth in the attached resolutions. All

necessary steps have been taken to comply with Prop 218 balloting procedures for adjusting water and sewer rates.

It is recommended that the City Council conduct a public hearing and, if there is no majority protest, adopt Resolution Nos. 7663 and 7664 authorizing the proposed rate adjustments for calendar years 2026 through 2030.

BACKGROUND

The City provides water and sewer services to more than 56,000 residents and maintains approximately 15,000 service connections, 10 active wells, 15 reservoirs, 168 miles of water mainline, and 135 miles of gravity sewer mainline. Utility rates fund the operations, maintenance, and capital improvements of the water and sewer system. Comprehensive water and sewer rate studies are necessary to determine if water and sewer rate increases are needed to fund ongoing operations and maintenance budgets, and the Capital Improvement Program. Additionally, rate studies are needed to maintain an adequate Reserve Fund balance in case of a natural disaster or emergency, and they provide working capital. Comprehensive water and sewer cost of service studies not only develop rate schedules that ensure the City can continue to fund all operating and maintenance costs but also verifies that the rates associated with these utilities are defensible and comply with Proposition 218 requirements. On July 16, 2024, the City Council awarded a Professional Services Agreement to Raftelis to complete a Cost of Service Rate Study and recommend new five-year water and sewer rate adjustments for calendar years 2026 through 2030.

The Rate Study completed by Raftelis was conducted using industry-standard principles outlined by the American Water Works Association (“AWWA”) and the Water Environment Federation (“WEF”). The process and approach Raftelis utilized in the study to determine water and sewer rates aligns with the City’s policy objectives, the current water and sewer systems and rates, and the legal requirements in California, namely, Proposition 218.

DISCUSSION

The 2025 Rate Study relies on Arcadia’s financial and rate models, which were developed for the City by Raftelis. These models include actual revenues and operational expenditures, capital improvement costs, and customer usage data, along with additional items that were necessary to develop financial projections for

Fiscal Years 2025-26 through 2029-30. The following goals were identified for the Rate Study:

- Meet the City’s water and wastewater enterprise fiscal needs for operation and maintenance costs, capital replacement and refurbishment (“R&R”) costs to maintain the system, reserve goals, and to improve the financial health of each enterprise;
- Prepare a five-year schedule of water and sewer rates consistent with the cost of providing service; and
- Allocate the actual costs of service so that various categories of ratepayers are only required to pay for their proportional share of the cost.

Water Rates

Most of the Water Budget is devoted to operations and maintenance, with water supply costs representing the largest single expense. The Rate Study financial model was used to forecast water sales and expenditures. Included in the financial model is the cost of current and future water supplies, as well as the rising cost of replacement water and system operation costs. Raftelis, with the assistance of City staff, conducted a status quo cash flow analysis to evaluate whether existing water rates can adequately fund the City’s various water-related expenses over the study period (Fiscal Years 2026 through 2034). The analysis projected annual revenues, operation and maintenance expenses, and capital expenditures, through Fiscal Years 2026 through 2034. The study indicates that with no rate increases over the study period, the City will fully deplete its reserves in 2028. As such, revenue adjustments were developed over the five-year rate-setting period to make sure the Water Operating Fund has sufficient funds to cover annual expenses, and to build reserves to target levels by the end of the rate-setting period, in the Year 2030. As shown in Table 1, the Rate Study recommends that the City increase water revenues by 12% for Calendar Years 2026 and 2027; 10% for Calendar Year 2028; and 6% for Calendar Years 2029 and 2030, to fund expected operations, maintenance, and CIP expenditures, and to maintain a sufficient Reserve Fund balance.

Table 1: Proposed Water Revenue Adjustments

Effective Date	Revenue Adjustment
Jan 1, 2026	12.0%
Jan 1, 2027	12.0%
Jan 1, 2028	10.0%
Jan 1, 2029	6.0%
Jan 1, 2030	6.0%

The operating reserve target is 25% of annual operating revenue. The rate stabilization target is 10% of the volume revenue. The capital reserve target is the 5-year average of cash-funded capital. The City is also starting a Regulatory Reserve, with the aim to have it reach about \$4 million in Fiscal Year 2030 to cover potential water treatment projects.

The City’s current water rate schedule consists of a bi-monthly service charge, a tiered volumetric rate for single-family customers (tier blocks change based on meter size and season), a volumetric rate for multifamily customers with tiers per dwelling unit, and uniform rates for commercial and other non-residential customers. The current water rates also include a private fire service bi-monthly charge for those customers with a dedicated fire service line. Starting in January 2026, the City plans to switch to monthly water billing. As part of this change, a monthly service charge was developed. Additionally, a simplified rate structure for the single-family customer class was created.

The Proposed 2026 calendar year rates were calculated based on the results of the cost-of-service analysis. Overall, calendar year 2026 rates are designed to collect 12% more revenue than current rates. Beginning in calendar year 2027, proposed rates are calculated by increasing the prior year's rates by the proposed annual revenue adjustments. Table 2 shows the proposed five-year water rate schedule through the year 2030, including the monthly service charge and the private fire line charge.

Table 2: Proposed Five-Year Water Rate Schedule, Monthly Service Charge and Private Fireline Charge

		12.0%	10.0%	6.0%	6.0%
Monthly Service Charge					
Meter Size	2026	2027	2028	2029	2030
5/8"	\$21.31	\$23.87	\$26.26	\$27.84	\$29.52
3/4"	\$21.31	\$23.87	\$26.26	\$27.84	\$29.52
1"	\$26.54	\$29.73	\$32.71	\$34.68	\$36.77
1-1/2"	\$39.61	\$44.37	\$48.81	\$51.74	\$54.85
2"	\$55.30	\$61.94	\$68.14	\$72.23	\$76.57
3"	\$91.91	\$102.94	\$113.24	\$120.04	\$127.25
4"	\$144.21	\$161.52	\$177.68	\$188.35	\$199.66
6"	\$274.96	\$307.96	\$338.76	\$359.09	\$380.64
8"	\$431.86	\$483.69	\$532.06	\$563.99	\$597.83
10"	\$641.06	\$717.99	\$789.79	\$837.18	\$887.42

Monthly Private Fire Line Charge

Line Size	2026	2027	2028	2029	2030
5/8"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
3/4"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
1"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
1-1/2"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
2"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
3"	\$16.66	\$18.66	\$20.53	\$21.77	\$23.08
4"	\$32.45	\$36.35	\$39.99	\$42.39	\$44.94
6"	\$89.13	\$99.83	\$109.82	\$116.41	\$123.40
8"	\$186.89	\$209.32	\$230.26	\$244.08	\$258.73
10"	\$333.93	\$374.01	\$411.42	\$436.11	\$462.28

As shown in Table 3 below, residential rates are tiered, and non-residential rates are uniform. The residential rate tiers have been condensed from four to three, the tier breakpoints are the same for all meter sizes, and the seasonal change has been eliminated. These changes will provide more clarification and parity among water customers. The multifamily customer class will continue to have a two-tier rate, but the usage in the first tier is now based on up to 6 hundred cubic feet ("hcf", or one unit of water) monthly per dwelling unit, instead of up to 12 hcf bi-monthly per dwelling unit. The other customer classes will continue to have uniform rates. The first single-family residential tier provides basic indoor use; the second tier provides the average summer use in the maximum use month of the year. Multifamily tiers are similarly set to provide basic indoor use in Tier 1 and the remaining in Tier 2.

Table 3: Proposed Five-Year Water Volumetric Rate Schedule

Customer	2026	2027	2028	2029	2030
Residential					
Tier 1: 0-8	\$2.61	\$2.93	\$3.23	\$3.43	\$3.64
Tier 2: 9-26	\$3.03	\$3.40	\$3.74	\$3.97	\$4.21
Tier 3: >26	\$3.53	\$3.96	\$4.36	\$4.63	\$4.91
Multifamily					
6 hcf/du	\$2.59	\$2.91	\$3.21	\$3.41	\$3.62
> 6 hcf/du	\$2.93	\$3.29	\$3.62	\$3.84	\$4.08
Governmental, Institution, & Irrigation Customer					
All	\$3.18	\$3.57	\$3.93	\$4.17	\$4.43
Commercial					
All	\$2.75	\$3.08	\$3.39	\$3.60	\$3.82

The proposed water rate adjustments will help ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets, without charging any customer classes greater than their proportional share of the cost of service.

Pass Through Rates

Should the cost of over entitlement water increase at any time during 2026-2030, the water rate will be adjusted to reflect a direct pass-through of the increase, over and above the amounts projected in the rate model.

Sewer Rates

Raftelis conducted a status quo cash flow analysis to evaluate whether existing sewer rates can adequately fund the City’s collection-system expenses. The analysis projected annual revenues, operation and maintenance expenses, debt service payments, and capital expenditures. Raftelis projects that with no rate increases over the study period, the City will fully deplete its sewer reserves in the year 2032. As shown in Table 4, the Cost Study proposes a six percent (6%) annual revenue adjustment over the five-year rate-setting period, to ensure the Sewer Operating Fund has sufficient funds to cover annual expenses and to maintain reserve levels throughout the study period.

Table 4: Proposed Sewer Revenue Adjustments

Effective Date	Adjustment
Jan. 1, 2026	6.0%
Jan. 1, 2027	6.0%
Jan. 1, 2028	6.0%
Jan. 1, 2029	6.0%
Jan. 1, 2030	6.0%

The current sewer rate structure consists of a per dwelling unit (“DU”), bi-monthly cost for residential and non-residential customers. Additionally, a volumetric rate is applied to all non-residential customers. The proposed sewer rates will also go from bi-monthly to monthly and will now include a per account (per dwelling unit for multifamily) charge for all customers. Table 5 shows the proposed five-year schedule of sewer rates. Rates for calendar year 2026 reflect the cost-of-service analysis. Rates for calendar year 2027 and beyond equal the prior year rates multiplied by the proposed six percent (6%) revenue adjustment.

Table 5: Proposed Five-Year Sewer Rate Schedule

Customer Class	2026	2027	2028	2029	2030
Residential					
Single-Family, \$/m	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
Multifamily Dwelling Units, \$/mo	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
Residential Sewer Only, \$/mo	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
Non-Residential					
Commercial, \$/mo	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
Government, \$/mo	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
City Accounts, \$/mo	\$9.05	\$9.60	\$10.18	\$10.80	\$11.45
Volumetric, \$/hcf	\$0.67	\$0.72	\$0.77	\$0.82	\$0.87

Drought Rates

As part of the Cost Study, a demand reduction surcharge (“drought surcharge”) was also identified to recover revenue shortfalls that occur during demand reduction water shortages. The Drought Surcharge, as shown in Table 6, may be imposed during times of declared drought, when certain levels of reduction from the base usage have been mandated. A drought surcharge is assessed on each unit of water used and is calculated to recover costs resulting from a loss of volumetric revenue, due to reduced water use. The amount of the drought surcharge at different levels of usage reduction is based upon the City’s projected revenue shortfall, adjusted for changes in costs.

Table 6: Drought Surcharge

Drought Stage	1	2	3	4	5
Drought Reduction in Use	Up to 10%	Up to 20%	Up to 30%	Up to 40%	Up to 50%
% Incr. on Monthly Volumetric Rates	0%	4%	10%	11%	18%

The City Council shall maintain discretion to implement drought rates.

Neighboring Comparisons

Even with the proposed rate adjustments, Arcadia's water and sewer rates are among the lowest in the area. Table 7 shows a comparison of a water bill for a typical single-family customer (12hcf/mo) on a 3/4” meter with the City’s proposed 2026 rates and the current rates for neighboring agencies.

Table 7: Neighboring Comparisons – Water, Single-Family, 3/4” Meter, 12hcf

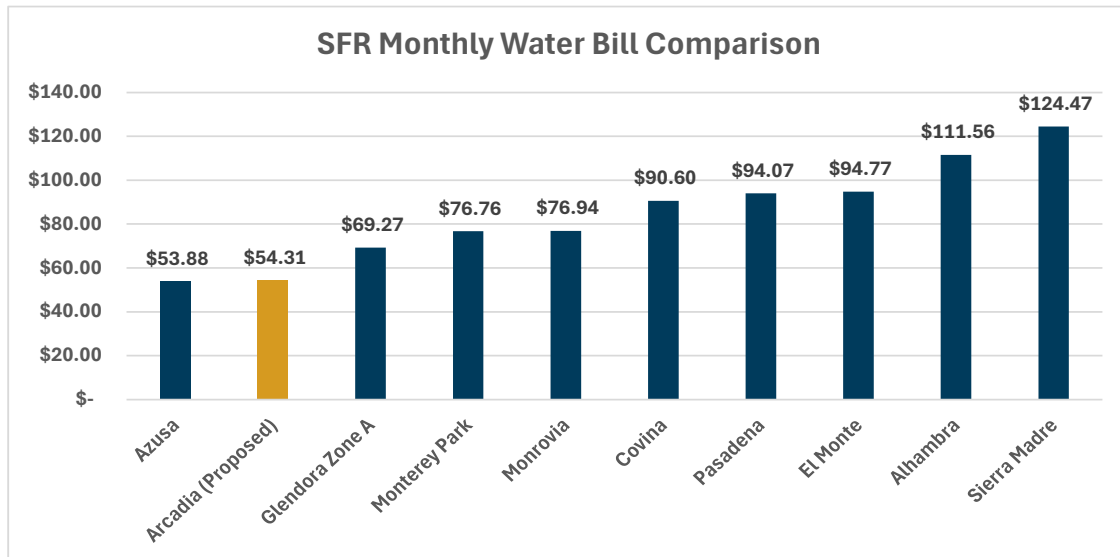


Table 8 shows a comparison of a water bill for a typical commercial customer (12hcf/mo) on a 1” meter with the City’s proposed calendar year 2026 rates and the current rates for neighboring agencies.

Table 8: Neighboring Comparison – Water, Commercial, 1” Meter, 12hcf

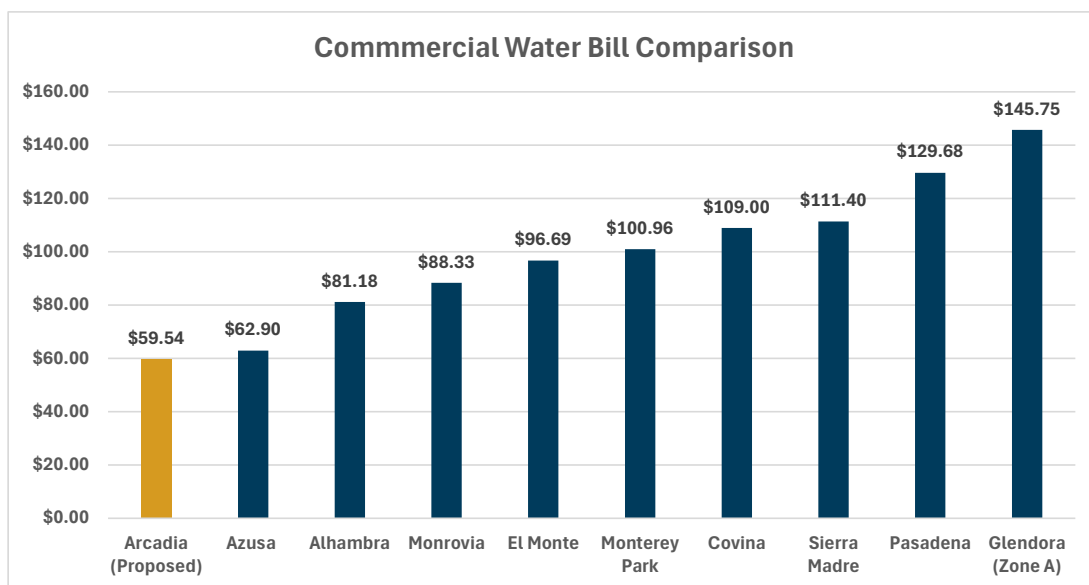


Table 9 shows a comparison of a sewer bill for a typical single-family customer (12hcf/mo) on a 3/4" meter with the City's proposed calendar year 2026 rates and the current rates for neighboring agencies.

Table 9: Neighborhood Comparison – Sewer Single-Family

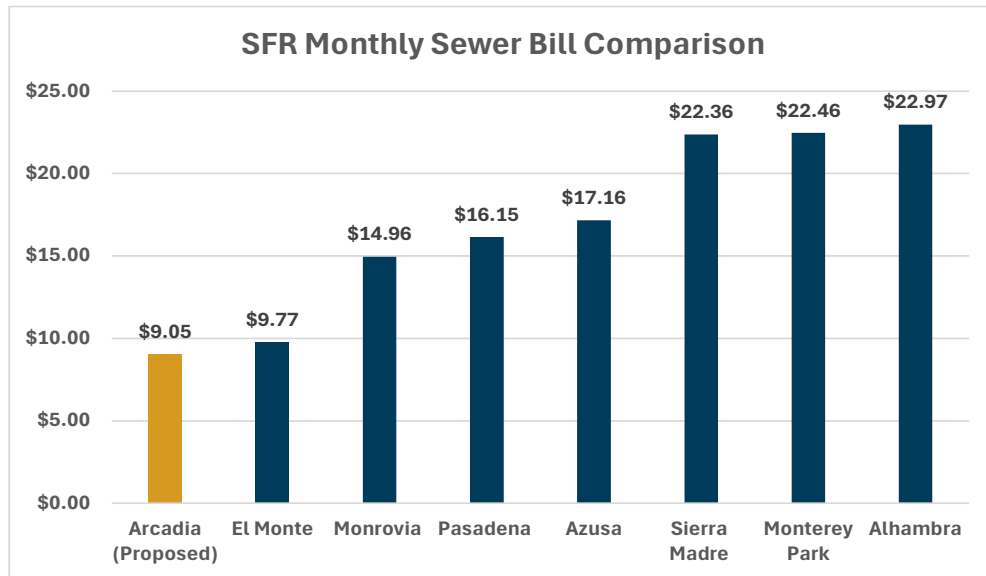
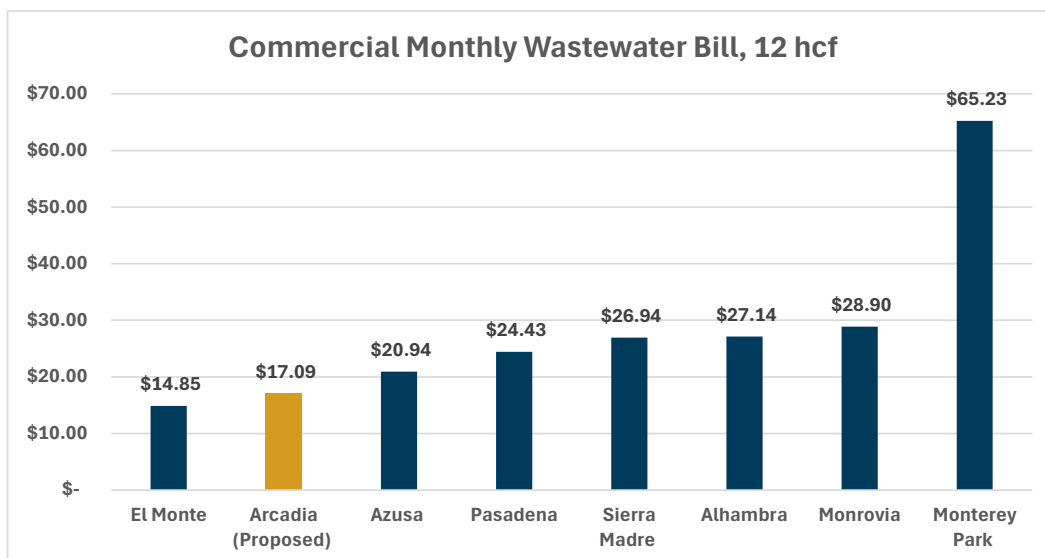


Table 10 shows a comparison of a sewer bill for a typical commercial customer (12hcf/mo) on a 1" meter with the City's proposed calendar year 2026 rates and the current rates for neighboring agencies.

Table 10: Neighborhood Comparison – Commercial



Water Service Discounts

To assist single-family residential low-income customers, seniors, and veterans, the City will implement new Water Service Discounts. Customers can apply to participate in one of the following discount programs:

Low-Income - For single-family residential customers with household income at or below 50% of the Los Angeles County Area Median Income Level (AMI), up to three units of water each month will be provided at no cost, and the customer will receive a full exemption from the City's Utility Users' Tax.

Senior Low-Income - For customers ages 62 years or older and whose household income is at or below 50% of the Los Angeles County Area Median Income Level ("AMI"), a 10% discount will be applied to water consumption usage and meter service charges, and the customer will receive a full exemption from the City's Utility Users' Tax.

Senior - For customers ages 62 years or older, a 10% discount will be applied to water consumption usage and meter service charges.

Veterans - For customers that served in a branch of the US Armed Forces, a 10% discount will be applied to water consumption usage and meter service charges.

PUBLIC COMMENTS/NOTICE

Prop 218 Notice and Implementation of New Rates

In accordance with Proposition 218, the City must engage in a customer notification process when increasing rates for the "property-related" services of water and sewer. These requirements include mailing a written notice detailing the proposed rate adjustments to all property owners and tenants who are responsible for paying the utility bill and conducting a public hearing, no less than 45 days after the mailing of the notices, to consider any written protests to the proposed rate adjustments.

On October 7, 2025, the City Council directed the PWSD to follow Prop 218 procedures to establish water and sewer rates and conduct a public hearing on December 2, 2025. A written notice was drafted and reviewed by the City's legal counsel to ensure Prop 218 compliance. The notice was then mailed on October 10,

2025, to all property owners and tenants who are responsible for paying the utility bill.

All written protests against the rate increases are to be considered during the public hearing and, following the closure of the public hearing, if a majority protest exists, the proposed water and sewer rates cannot be established. However, if there is no majority protest, it is recommended that the City Council adopt the proposed water and sewer rate adjustment schedule for calendar years 2026 through 2030. The City currently has 14,282 active accounts and a majority protest would be equivalent to at least 7,142 written protests. In order to facilitate submittal of written protests, the City has set up a drop-box outside of the City Manager/City Clerk's Office for property owners or customers of record to submit written protests. Protests placed in the drop-box will be accepted until the close of the public hearing, at which point, the City will close the drop-box and collect all valid protests to determine whether a majority exists. In accordance with Prop 218, public comments at the public hearing will not qualify as formal protests unless accompanied by a written protest.

Each year, as part of the budgeting process, water and sewer operating budgets will be reviewed and analyzed. Should it be determined that revenue projections don't require the full percent rate increase, the PWSD will recommend a lesser rate increase. In addition, water and sewer rate adjustments will be brought to the City Council for adoption each year.

ENVIRONMENTAL ANALYSIS

The proposed action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273(a) because the rates are for the purpose of meeting operating expenses; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital improvements necessary to maintain service within the City's existing service areas.

FISCAL IMPACT

The proposed water and sewer revenue adjustments were selected to make sure the Water and Sewer Fund can sufficiently cover annual expenses, and to build reserves to target levels by the end of the rate-setting period. Table 11, the Proposed Water Financial Plan, shows the proposed five-year water enterprise financial plan. Status

quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns.

The green bars above the X-axis show the net cash used to build up the reserves, while the bars below the X-axis show the withdrawals from reserves to fund costs. Revenue adjustments are required to generate sufficient funds to cover annual operating and maintenance costs as well as capital projects. At the conclusion of the five-year rate period, the Water Fund will have sufficient reserve funding to meet recommended target levels.

Table 11: Proposed Water Financial Plan

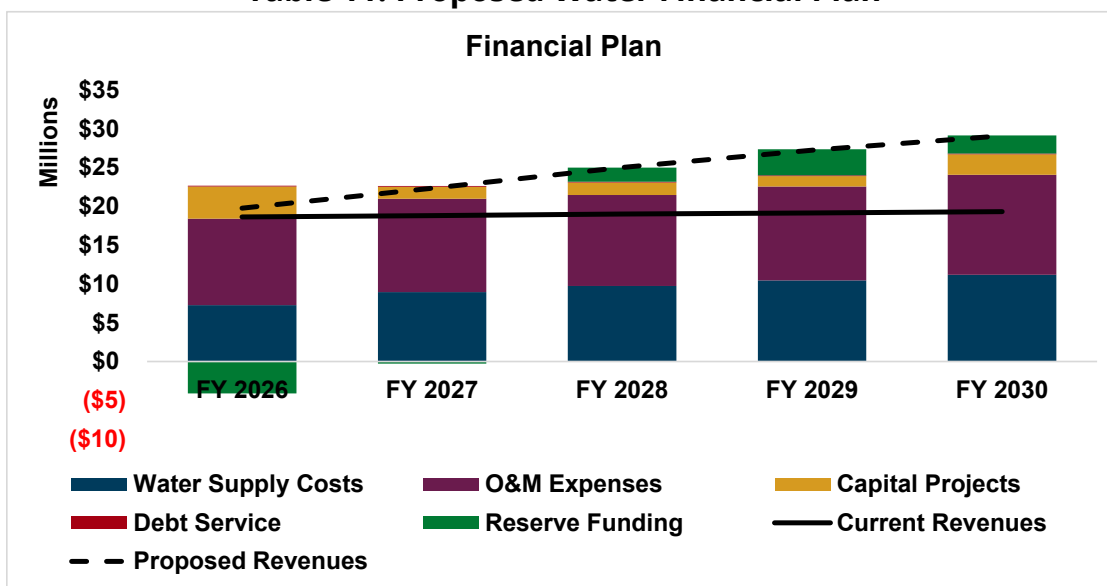
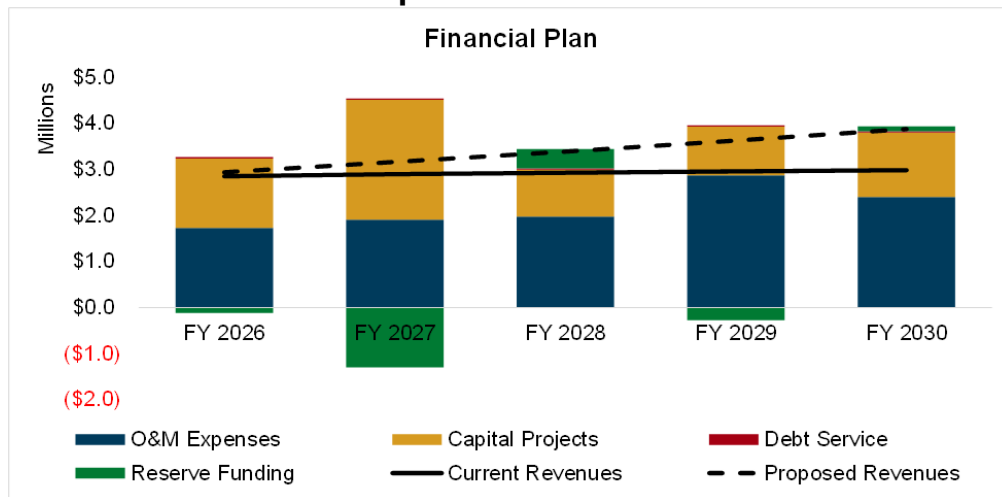


Table 12 below, the Proposed Sewer Financial Plan, compares existing (solid line) and proposed revenues (dashed line) with projected expenses (stacked columns). The expenses include operations and maintenance, capital, debt service, and reserve funding.

The green bars above the X-axis show the net cash used to build up the reserves, while the bars below the X-axis show the withdrawals from reserves to fund costs. Projected revenue from existing rates, if continued unchanged, would not meet future projected total expenses and this table illustrates the need for revenue adjustments to maintain operations, accomplish the desired capital plan, and to meet reserve targets.

Table 12: Proposed Sewer Financial Plan



RECOMMENDATION

It is recommended that the City Council determine that this item is exempt under the California Environmental Quality Act (“CEQA”); and that the City Council conduct a public hearing, and if there is no majority protest, adopt the following:

1. Resolution No. 7663 setting City Water Rates and finding the rates will not exceed the estimated amount necessary to fund the operation of the City Water System for Calendar Years 2026 through 2030; and
2. Resolution No. 7664 setting City Sewer Rates and finding the rates will not exceed the estimated amount necessary to fund the operation of the City Sewer System for Calendar Years 2026 through 2030.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7663 (City Water Rates)
Resolution No. 7664 (City Sewer Rates)

RESOLUTION NO. 7663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY WATER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY WATER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

WHEREAS, pursuant to the Arcadia Municipal Code Section 7531.1, water rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to maintain flexibility so as to best meet the needs of the City and water consumers; and

WHEREAS, proposed water rate changes for the period of Calendar Years 2026 through 2030, inclusive, were presented to the City Council at its October 7, 2025, regularly scheduled City Council meeting; and

WHEREAS, the proposed water rate structure includes a fixed charge and a volumetric rate, with the Volumetric Charge including four customer classes - (1) Single Family Residential; (2) Multi-Family Residential; (3) Commercial; and (4) Governmental, Institutional, and Irrigation (collectively "Institutional"); and

WHEREAS, the Monthly Service Charge is a fixed charge established on the basis of the size of the water meter (in inches) serving a property and is calculated to recover a percentage of the water utility's annual fixed costs of providing water service, such as utilities, equipment, materials, billing, collections, customer service, meter reading, and meter maintenance; and

WHEREAS, the proposed water rates include revenue adjustments over the five-year rate-setting period to make sure the Water Operating Fund has sufficient funds to cover annual expenses and to build reserves to target levels by the end of the rate-setting period, in the Year 2030; and

WHEREAS, the proposed water rates enable the City to increase water revenues by 12% for Calendar Years 2026 and 2027; 10% for Calendar Year 2028; and 6% for Calendar Years 2029 and 2030, to fund expected operations, maintenance, and CIP expenditures, and maintain a sufficient Reserve Fund balance; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on October 10, 2025, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on December 2, 2025; and

WHEREAS, the City duly gave notice of the period and means for submitting written objections, and the City did not receive any written objections related to the City's compliance with the substantive limitations on fees and assessments imposed by Section 4 or Section 6 of Article XIII D of the California Constitution; and

WHEREAS, the City Council finds that the proposed water and sewer rates do not exceed the reasonable and proportional costs of providing services to the ratepayers and the various categories of ratepayers; and

WHEREAS, the City Council has determined that, pursuant to Proposition 218,

a majority protest does not exist and the City Council may therefore proceed to set the water service rates.

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

SECTION 1. RECITALS. The above-stated recitals and true and correct and represent the findings of the City Council.

SECTION 2. RATES. The City Council hereby adopts the following rates for water service:

(a) Monthly Meter Charge (\$/Meter Size)

<u>Meter Size</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
5/8"	\$21.31	\$23.87	\$26.26	\$27.84	\$29.52
3/4"	\$21.31	\$23.87	\$26.26	\$27.84	\$29.52
1"	\$26.54	\$29.73	\$32.71	\$34.68	\$36.77
1 1/2"	\$39.61	\$44.37	\$48.81	\$51.74	\$54.85
2"	\$55.30	\$61.94	\$68.14	\$72.23	\$76.57
3"	\$91.91	\$102.94	\$113.24	\$120.04	\$127.25
4"	\$144.21	\$161.52	\$177.68	\$188.35	\$199.66
6"	\$274.96	\$307.96	\$338.76	\$359.09	\$380.64
8"	\$431.86	\$483.69	\$532.06	\$563.99	\$597.83
10"	\$641.06	\$717.99	\$789.79	\$837.18	\$887.42

(b) Single- Family Residential and Multi-Family Residential

Single-Family Residential and Multi-Family Residential rates consist of tiers which

impose higher rates per unit of water as the level of consumption increases, with one unit equal to one hundred cubic feet of water.

Single-Family Residential Proposed Five-Year Water Volumetric Schedule

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Tier 1: 0-8	\$2.61	\$2.93	\$3.23	\$3.43	\$3.64
Tier 2: 9-26	\$3.03	\$3.40	\$3.74	\$3.97	\$4.21
Tier 3: > 26	\$3.53	\$3.96	\$4.36	\$4.63	\$4.91

The amount of water allotted for Multi-Family Residential customers is based on allotments per dwelling unit. The multifamily customer class will have two allotment rates, as follows:

Multi-Family Residential Monthly Allotments (Per Dwelling Unit)

HCF x
Per Dwelling Unit

Allotment 1
6 hcf/du/mo

Allotment 2
>6 hcf/du/mo

Multi-Family Residential Monthly Water Rates

	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
Allotment 1	\$2.59	\$2.91	\$3.21	\$3.41	\$3.62
Allotment 2	\$2.93	\$3.29	\$3.62	\$3.84	\$4.08

(c) Commercial and Institutional

Commercial and Institutional rates for the Volumetric Charge are uniform, but the amount of the charge imposed varies based on the number of units of water delivered to a property (institutional rates shall include Government and Irrigation customers), with one unit equal to one hundred cubic feet of water.

Commercial Monthly Water Rates

<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
\$2.75	\$3.08	\$3.39	\$3.60	\$3.82

Governmental, Institutional, and Irrigation Water Rates

<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
\$3.18	\$3.57	\$3.93	\$4.17	\$4.43

SECTION 3. FIRE HYDRANT SERVICE FOR CONSTRUCTION, OUTSIDE CITY, AND PRIVATE USE. Fire hydrant meters, eddy valves, and water sold for construction, to outside City agencies, and for private use, shall be subject to the following charges:

Meter Installation	\$159.29
Meter Relocation	\$79.65
Meter Reread	\$142.41
Meter Rental	\$91.91/month
Eddy Valve Rental	\$25.00/month
Hydrant Rental	\$32.45/month

Hydrant Permit	\$46.06
Water Usage	\$3.18/100 cubic feet
Deposit (Refundable)	\$1,681.26

All water consumption is to be charged at the rate of three dollars and eighteen cents (\$3.18) per full one hundred (100) cubic feet registered on the consumer’s meter.

Unmetered water use will be charged at a flat rate determined by the Water Section of the Public Works Services Department based upon type of use.

SECTION 4. FIRE LINE SERVICE (NO CHARGE FOR WATER USED FOR FIRE SERVICE). The current water rates also include a private fire service bi-monthly charge for those customers with a dedicated fire service line. The table below shows the proposed five-year water rate schedule for the private fire line charge through the year 2030. The following rates are established for monthly charges for fire protection service:

Monthly Private Fire Line Charge

<u>Line Size</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
5/8"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
3/4"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
1"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39

1 1/2"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
2"	\$7.50	\$8.40	\$9.24	\$9.80	\$10.39
3"	\$16.66	\$18.66	\$20.53	\$21.77	\$23.08
4"	\$32.45	\$36.35	\$39.99	\$42.39	\$44.94
6"	\$89.13	\$99.83	\$109.82	\$116.41	\$123.40
8"	\$186.89	\$209.32	\$230.26	\$244.08	\$258.73
10"	\$333.93	\$374.01	\$411.42	\$436.11	\$462.28

SECTION 5. DROUGHT SURCHARGE. The Drought Surcharge, as shown in the table below, may be imposed during times of declared drought, when certain levels of reduction from the base usage have been mandated. A drought surcharge is charged on each unit of water used and is calculated to recover costs resulting from a loss of volumetric revenue, due to reduced water use. The amount of the drought surcharge at different levels of usage reduction is based upon the City's projected revenue shortfall, adjusted for changes in costs.

Drought Stage	1	2	3	4	5
Drought Reduction in Use	Up to 10%	Up to 20%	Up to 30%	Up to 40%	Up to 50%
% Incr. on Monthly Volumetric Rates	0%	4%	10%	11%	18%

The City Council shall maintain discretion to implement drought rates.

SECTION 6. Should the cost of over entitlement water increase at any time during 2026-2030, the water rate will be adjusted to reflect a direct pass-through of

the increase over and above the increase projected in the rate model.

SECTION 7. All rates set forth in this Resolution shall be effective and operative for water use and bills sent after January 1, 2026.

SECTION 8. Annually adjusted rates shall take effect for all water use and service appearing on water bills issued on or after January 1, 2027, and each January 1 thereafter, including January 1, 2030. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 9. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Water System.

SECTION 10. The City Council hereby finds that the City duly provided a written objection period from October 10, 2025, through November 24, 2025, inclusive, pursuant to Assembly Bill 2257. The City did not receive any objections concerning the City's compliance with substantive limitations on fees and assessments imposed by Section 4 or 6 of Article XIII D of the California Constitution.

SECTION 11. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Public Resources Code Section 21080(b)(8) and Title 14 Section 15273 of the California

Administrative Code.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution.


Passed, approved and adopted this 2nd day of December 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

RESOLUTION NO. 7664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY SEWER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY SEWER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

WHEREAS, pursuant to the Arcadia Municipal Code Section 2696, sewer rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to set sewer rates in a reasonable amount and so as to meet the capital improvement and service needs of the City and its sewer service consumers; and

WHEREAS, proposed sewer rate changes for the period of Calendar Years 2026 through 2030, inclusive were presented to the City Council at its October 7, 2025, regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on October 10, 2025, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on December 2, 2025, for Calendar Years 2026, 2027, 2028, 2029, and 2030.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and represent the findings of the City Council.

SECTION 2. RATES. The following sewer rates are established and shall supersede rates heretofore adopted for the following categories of sewer service:

(a) Single Family Residential, Multi-Family Residential Dwellings, and Residential Sewer Only Charges per Month

<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
\$9.05	\$9.60	\$10.18	\$10.80	\$11.45

(b) Commercial, Government, and City Accounts Charges per Month

<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
\$9.05	\$9.60	\$10.18	\$10.80	\$11.45

(c) Non-Residential Volumetric Charges per HCF (Hundred Cubic Feet) of water

<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>	<u>1/1/2030</u>
\$0.67	\$0.72	\$0.77	\$0.82	\$0.87

(d) Premises where sewer connections are not available or are not connected shall be exempt from said monthly charges.

SECTION 3. All rates set forth in this Resolution shall be effective and operative for sewer use and bills sent after January 1, 2026.

SECTION 4. Annually adjusted rates shall take effect for all sewer use and

service appearing on bills issued on or after January 1, 2027, and each January 1 thereafter, including January 1, 2030. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 5. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Sewer System.

SECTION 6. The City Council hereby finds that the City duly provided a written objection period from October 10, 2025, through November 24, 2025, inclusive, pursuant to Assembly Bill 2257. The City did not receive any objections concerning the City's compliance with substantive limitations on fees and assessments imposed by Section 4 or 6 of Article XIII of the California Constitution.

SECTION 7. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Public Resources Code Section 21080(b)(8) Title 14 Section 15273 of the California Administrative Code.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

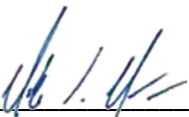
Passed, approved and adopted this 2nd day of December 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Mauer
City Attorney

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 18, 2025**

CALL TO ORDER – Mayor Kwan called the Study Session to order at 6:01 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Cheng, Fu, Wang, and Kwan

ABSENT: None

PUBLIC COMMENTS - No one appeared.

City Attorney Maurer publicly announced the facts and circumstances of the Closed Session and indicated the matter was a confidential personnel matter.

STUDY SESSION

- a. Report, discussion, and direction regarding the policies and procedures for youth program safety.

The Study Session ended at 6:07 p.m.

No reportable action was taken.

CLOSED SESSION

- a. Confer with legal counsel regarding anticipated litigation.

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)

The Closed Session ended at 6:55 p.m.

No reportable action was taken.

**Regular Meeting
City Council Chambers, 7:00 p.m.**

1. **CALL TO ORDER** – Mayor Kwan called the Regular Meeting to order at 7:02 p.m.
2. **INVOCATION** – Terrence Shay, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE – Cub Scout Pack 122

4. ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Cheng, Fu, Wang, and Kwan
ABSENT: None

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in Study Session and Closed Session to discuss the items posted on the agenda; he noted that no action was taken on the Study Session as it was strictly to receive information regarding staff procedures; and he further noted that there was no reportable action on the Closed Session item.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto noted that an email was received earlier today from Stephen Parise, objecting to the development under Public Hearing Item 8.a.

7. PRESENTATIONS

- a. Presentation of Mayor’s Certificate of Commendation to Christine Martinez for serving as Arcadia’s first female Building Inspector.

8. PUBLIC HEARING

- a. Resolution No. 7661 related to the Alexan Arroyo Mixed-Use Development and Density Bonus, comprised of 359 residential units, including 35 very low affordable units and nine (9) live/work units at 325 N. Santa Anita Avenue.
CEQA: Exempt
Recommended Action: Adopt

Building Official Fields and Senior Planner Chipres presented the Staff Report.

In response to Council Member Cao’s questions regarding public outreach to nearby residents, the number of parking spaces, and the height limit, Senior Planner Chipres explained that outreach included a 500-ft radius, along with additional notices sent to homes in the garden area. She further explained that the applicant was providing a total of 454 parking spots, which was 274 more than what is legally required. Deputy Development Services Director Flores noted that the City’s maximum building height is 60 feet, and further noted that the height is dependent on the number of affordable housing units; and Assistant City Manager/Development Services Director Kruckeberg concurred and indicated that the

Developer could technically build higher than the 90 feet they are proposing, based on the number of affordable units they are providing

In response to Council Member Fu's question on the range for "very low-income" housing, City Manager Lazzaretto clarified that affordability is determined based on the Area Median Income and family size. He later clarified that the very low-income threshold is \$48,550 for a household size of 1 and \$69,350 for a household size of 4.

Reece Pettersen, the Applicant, appeared and presented Trammel Crow's development proposal.

In response to Council Member Cao's inquiry, Mr. Pettersen stated that Trammel Crow strives to build high-end, quality projects that will bring high-earners to the City and contribute to the local economy.

Council Member Fu thanked the Developer for undertaking this project.

In response to Mayor Pro Tem Wang's questions, Mr. Pettersen noted that there are 3 levels of parking and that the project is built based on expected demand, which is why they added more parking than what is required. He further explained that live-work units are proposed on Rolyn Place because that space is not a main commercial corridor and that business incubators would be a better fit; he further noted that the live-work units will not have dedicated security but the entire building will have security cameras and monitoring, in addition to on-site employees.

In response to City Manager Lazzaretto, Mr. Pettersen clarified that the height of the building closest to the residences would be about 65-70 ft.

In response to Mayor Kwan's questions, Mr. Pettersen noted that all the affordable units are studios based on the concessions available for this project; that this development typically attracts young professionals and retirees who do not want property maintenance obligations; he noted that the affordability covenant will be in place for 55 years; he further noted that there will be a designated pick-up and drop-off location in the parking structure to avoid any street traffic hazards; and that the live-work units have conditions and do not allow manufacturing or restaurant/cooking.

Mayor Kwan opened the Public Hearing.

Michael Guidolin, an Arcadia resident, appeared and expressed his opposition to this project; and requested the height be lowered to 60 feet.

Loise Merritt, an Arcadia resident, appeared and expressed her opposition to this project; and she thanked the City for improving Newcastle park.

Derek Michaelis, an Arcadia resident, appeared and expressed his opposition to this project, providing materials to the City Council that support his position.

Ken Matsuura, an Arcadia resident, appeared and indicated that he is opposed to the proposed development.

Stephen Parise, an Arcadia resident, appeared and expressed his opposition to the proposed project.

Matt Luchetta, an Arcadia resident, appeared and expressed his opposition to the proposed project.

Alyse Michaelis, an Arcadia resident, appeared and expressed her opposition to the proposed project.

Mayor Kwan invited the applicant to respond to any of the questions or concerns raised by the various speakers.

In response to the public comments, Mr. Pettersen explained that if the parking was moved underground, it would result in a loss of units. He noted that there are studies that show this type of project does not decrease the property values of the surrounding neighborhood.

Mayor Kwan closed the Public Hearing.

After City Council discussion, a motion was made by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to adopt Resolution No. 7661, find the project statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to AB 130 and approve Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 for the new Alexan Arroyo mixed-use development, subject to the proposed Conditions of Approval.

AYES: Cao, Fu and, Cheng
NOES: Wang and Kwan
ABSENT: None

b. Adoption of the California Building and California Fire Codes.

Ordinance No. 2408 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations; and adopting by reference the 2025 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the Uniform Code

for the Abatement of Dangerous Buildings (1997 Edition), and the Los Angeles County Grading Code with additions, amendments, and deletions.

CEQA: Not a Project

Recommended Action: Adopt

Ordinance No. 2409 amending Article III of the Arcadia Municipal Code relating to Fire Regulations; and adopting by reference the 2025 Edition of the California Fire Code in its entirety, including Appendices, Chapter 4, B, C, D, K, and P based on the 2024 Edition of the International Fire Code published by the International Code Council, and the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A, based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

CEQA: Not A Project

Recommended Action: Adopt

Plans Examiner Doudar presented the Staff Report.

Mayor Kwan opened the Public Hearing – no one appeared.

Mayor Kwan closed the Public Hearing.

A motion was made by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to Adopt the necessary findings, find the action does not constitute a project under the California Environmental Quality Act (“CEQA”), and adopt Ordinance No. 2408 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations; and adopting by reference the 2025 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), and the Los Angeles County Grading Code with additions, amendments, and deletions; and Adopt the necessary findings, find the action does not constitute a project under the California Environmental Quality Act (“CEQA”), and adopt Ordinance No. 2409 amending Article III of the Arcadia Municipal Code relating to Fire Regulations; and adopting by reference the 2025 Edition of the California Fire Code in its entirety, including Appendices, Chapter 4, B, C, D, K, and P based on the 2024 Edition of the International Fire Code published by the International Code Council, and the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A, based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

AYES: Fu, Cao, Cheng, Wang, and Kwan

NOES: None

ABSENT: None

Due to the late hour, it was the consensus of the City Council that Public Comment be moved to this portion of the Agenda.

9. PUBLIC COMMENT

Streekar Raja, Arcadia resident and high school student, appeared and spoke about Diwali, sharing how Diwali is celebrated.

Siri Raja, Arcadia resident and high school student, appeared and asked City Council to recognize October as Hindu Heritage month.

Parnik Gurram, Arcadia resident and high school student, appeared and announced that California recently passed AB 269 which makes Diwali an official holiday in California.

Tracy Wilke, Arcadia resident and Arcadia Chamber of Commerce representative, appeared and announced the following upcoming events: Connect & Prosper on November 19; Rise & Shine on November 20; Happy Hour Hop on November 20; the 72nd Annual Festival of Bands on November 22; Hope House Toy Drive on November 23; Kensington's Holiday Pie Pick-up on November 25; and Enchant at Santa Anita Park, the largest Christmas light maze from November 21 – November 28.

April Verlato, former Arcadia Mayor and resident, appeared and commended Mayor Kwan for representing the City at multiple events; and she thanked her for her generous donation to renovate the Arcadia Woman's Club.

The City Council recessed at 9:39 p.m. and reconvened at 9:45 p.m.

8. PUBLIC HEARING

- c. Resolution No. 7662 ordering the vacation of a portion of the east-west alley between 117-129 East Huntington Drive and 124-134 Wheeler Avenue, and reserving a public access and air space easement over it.

CEQA: Exempt

Recommended Action: Adopt

City Engineer Merrill presented the Staff Report.

Mayor Kwan opened the Public Hearing

Burke Farrar, Applicant of Odyssey Development, appeared and indicated that they are available to answer any questions.

Mayor Kwan closed the Public Hearing.

A motion was made by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to find the project Categorical Exempt under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7662 ordering the vacation of a portion of the east-west alley between 117-129 East Huntington Drive and 124-134 Wheeler Avenue, and reserve a public access and air space easement over it.

AYES: Cao, Fu, Cheng, Wang, and Kwan
NOES: None
ABSENT: None

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of November 4, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7660 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Debris Basins Debris Removal Project in the amount of \$302,828.63, offset by a reduction in the Capital Outlay Fund; and approve a contract with Horizons Construction Co. Int'l Inc. for the Debris Basins Debris Removal Project in the amount of \$302,828.63.
CEQA: Exempt
Recommended Action: Approve
- c. Amendment to the Professional Services Agreement with SDI Presence LLC. to provide EnerGov and Geographic Information Systems ("GIS") consulting and related technical assistance, in the amount of \$126,000.
CEQA: Not a Project
Recommended Action: Approve
- d. Memorandum of Agreement with San Gabriel Valley Council of Governments to receive Measure A funds for City homeless programs.
CEQA: Not a Project
Recommended Action: Accept
- e. Purchase Order with Flock Safety Group Inc. for the purchase of Automated License Plate Reader ("ALPR") camera subscription for 43 ALPR cameras in an amount not to exceed \$129,000.
CEQA: Not a Project
Recommended Action: Approve
- f. Purchase Order with Amazon Business for books and materials in the amount of \$50,000.

CEQA: Not a Project
Recommended Action: Approve

- g. Change Order to increase the Purchase Order with Ingram for library materials in the amount of \$54,000.

CEQA: Not a Project
Recommended Action: Approve

- h. Final Vesting Tract Map No. 82734 to consolidate 10 legal lots, re-subdivide the property into six (6) legal lots, including one comprehensive ground lot and five (5) airspace lots for residential units, commercial units, and public parking at 117-129 E. Huntington Drive and 124-134 Wheeler Avenue (the "Huntington Plaza" Project).

CEQA: Exempt
Recommended Action: Approve

Mayor Kwan pulled item 10.b for separate discussion.

Regarding Consent Calendar Item 10.b, Mayor Kwan inquired where the project's funding is coming from and why this project is necessary right now.

City Manager Lazzaretto explained that the request for funding is from the Capital Outlay Fund and this would be a capital improvement, as the storm drain basins have a long lifecycle and indicated that the debris basins became full during the fires and windstorm in January. He further explained that the debris basins were cleaned following those storms and just recently had to be cleaned out again due to the recent rainstorms; and he noted that there is sufficient funding in the Capital Outlay Fund to fund this project.

Public Works Services Director Cranmer explained there may be possible reimbursement from FEMA for this project.

Mayor Kwan further inquired if this project was included in the Capital Improvement Program Budget adopted in June 2025, and she inquired if this was a supplemental appropriation.

Public Works Services Director Cranmer explained that the City had not anticipated or budgeted for this project; however, after the recent storms it has become crucial, as the catch debris basins have overflowed causing mud flow.

Mayor Kwan inquired about the current balance of the City's Capital Outlay Fund.

City Manager Lazzaretto stated that the Capital Improvement Fund had just under six million in it as of the FY 2025-26 Budget Study Session.

Mayor Kwan noted that this is an urgent matter as there are several properties that are severely impacted.

It was moved by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.h.

AYES: Fu, Cao, Cheng, Wang, and Kwan
NOES: None
ABSENT: None

11. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports)*.

Council Member Fu had nothing to report.

Council Member Cao had nothing to report.

Council Member Cheng attended the Arcadia Woman’s Club and Arcadia Historical Society Fundraising Event.

Mayor Pro Tem Wang attended the Arcadia Woman’s Club and Arcadia Historical Society Fundraising Event; and she attended the Asian American Talent Foundation Gala.

Mayor Kwan attended the Duarte Chamber of Commerce Mayor’s Prayer Breakfast at the City of Hope.

12. REQUEST FOR FUTURE ITEMS

Mayor Kwan requested the City Council honor and recognize the newly crowned Rose Queen and Arcadia High School student for her remarkable achievement.

City Manager Lazzaretto noted that the Rose Court presentation is typically scheduled for January or February and that staff will coordinate the arrangements.

13. ADJOURNMENT

The City Council adjourned at 10:12 p.m. to Tuesday, December 2, 2025, at 6:00 p.m., in the City Council Conference Room.



Rachelle Arellano
Assistant City Clerk



HUMAN RESOURCES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Anely Williams, Human Resources Director

SUBJECT: RESOLUTION NO. 7653 APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE, EFFECTIVE JANUARY 1, 2026
CEQA: Not a Project
Recommendation: Approve

SUMMARY

Former Governor Jerry Brown signed Senate Bill 3 ("SB 3") on April 4, 2016, which increased California's minimum wage incrementally over six years. In addition, SB 3 included a provision for annual cost of living increases to California's minimum wage. In order to continue to comply with SB 3, it is recommended that the City Council adopt Resolution No. 7653 approving wage adjustments for unrepresented, non-benefited part-time employees to meet the minimum wage increase from \$16.50 per hour to \$16.90 per hour, effective January 1, 2026. The recommended adjustments are projected to increase the City's Operating Budget by approximately \$25,000 for the remainder of Fiscal Year 2025-26.

DISCUSSION

Former Governor Jerry Brown signed SB 3 on April 4, 2016, increasing California's minimum wage in increments by \$1.00 per hour annually to reach \$15.00 per hour on January 1, 2022. SB 3 also included a provision to provide potential annual adjustments to the minimum wage, as determined by the State's Department of Finance, for inflation based on the national Consumer Price Index for Urban Wage

Non-Benefited Part-Time Wage Adjustments

December 2, 2025

Page 2 of 3

Earners and Clerical Workers (“CPI-W”). The most this increase could be in any one year is 3.5%.

The State’s Department of Finance has announced that the minimum wage will increase from \$16.50 per hour to \$16.90 per hour, effective January 1, 2026. Updating the part-time wage schedules to align with the new minimum wage will continue to ensure the City’s compliance with SB 3 and assist with recruiting entry level personnel.

The proposed unrepresented, part-time wage schedules are attached as Exhibit “A” and Exhibit “B”, within Resolution No. 7653. Exhibit “A” reflects part-time positions with Non-California Public Employees’ Retirement System (“CalPERS”) Retirement, while Exhibit “B” represents part-time positions enrolled in CalPERS due to mandatory guidelines, based on hours worked or having been vested in CalPERS from prior employment. Exhibit “B” reflects the same wage adjustments made to Exhibit “A”; however, Exhibit “B” includes a 7% increase for miscellaneous employees to offset the employee pension contributions.

Additionally, the proposed wage schedules include an additional 10% (\$1.87/hour) increase to the Police Cadet title to compensate the position for its responsibilities and to ensure recruitment efforts remain competitive within the current market. The Police Department has had difficulty hiring for this position in recent years; the Human Resources Department has reviewed the hourly rates in the region and found that Arcadia is significantly lower than comparable cities in the region. The additional compensation included in the attached table will bring the position closer to median in the area.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The recommended adjustments based on the upcoming minimum wage increase are projected to increase the City's Operating Budget expenses by approximately \$25,000 for the remainder of Fiscal Year 2025-26. At this time, a supplemental budget appropriation is not being requested for approval, as the projected increase can be absorbed in the Fiscal Year 2025-26 General Fund Operating Budget.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act; and adopt Resolution No. 7653 approving wage adjustments for unrepresented, non-benefited part-time employees in accordance with California's minimum wage increase, effective January 1, 2026.

Approved:



Dominic Lazzaretto
City Manager

Attachments:

- Attachment 1 – Resolution No. 7653 with Exhibits

RESOLUTION NO. 7653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE EFFECTIVE JANUARY 1, 2026

WHEREAS, in April 2016, the Governor signed Senate Bill 3 ("SB 3"), incrementally increasing California's minimum wage over six years and subsequently assess the need for annual cost of living increases to the minimum wage, as determined by the California Department of Finance. The California Department of Finance has determined that a cost of living adjustment is needed to increase the minimum wage to \$16.00 per hour, effective January 1, 2024. The bill previously raised California's minimum wage to \$10.50 per hour effective January 1, 2017, \$11.00 per hour effective January 1, 2018, \$12.00 per hour effective January 1, 2019, \$13.00 per hour effective January 1, 2020, \$14.00 per hour effective January 1, 2021, \$15.00 per hour effective January 1, 2022, \$15.50 per hour effective January 1, 2023, \$16.00 per hour effective January 1, 2024, and \$16.50 effective January 1, 2025.

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

SECTION 1. Effective January 1, 2026, adjustments in salary shall be made for all unrepresented part-time employees as specified in the attached wage schedules (Exhibit "A" and Exhibit "B").

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.


Passed, approved and adopted this 2nd Day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer

EXHIBIT "A"
City of Arcadia Part-Time Hourly Wage Schedule
Non-CalPERS Retirement
Effective January 1, 2026

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PT12	Activity Leader I Library Aide Laborer	\$16.90	\$17.32	\$17.76	\$18.20	\$18.65
PT13	Administrative Intern	\$17.32	\$17.76	\$18.20	\$18.65	\$19.12
PT14	Activity Leader II Police Cadet	\$18.59	\$19.05	\$19.53	\$20.02	\$20.52
PT18	Camp Manager Library Clerk	\$19.61	\$20.09	\$20.59	\$21.10	\$21.63
PT20	Tram Driver	\$20.60	\$21.10	\$21.63	\$22.17	\$22.72
PT22	Fire Prevention Aide	\$21.65	\$22.17	\$22.72	\$23.29	\$23.87

Communications & Marketing Specialist I	\$26.63	\$27.30	\$27.98	\$28.69	\$29.40
Communications & Marketing Specialist II	\$30.88	\$31.66	\$32.45	\$33.26	\$34.09

Volunteer Services Coordinator:	\$21.43 per hr
Reserve Police Officer (Level II):	\$23.64 per hr
Reserve Police Officer (Level I): Step A of Police Officer salary	\$47.63 per hr (as of 7/1/25)
Police Investigation Technician: Step I of Police Officer salary	\$58.04 per hr (as of 7/1/25)

Volunteers paid a stipend include:
 Reserve Police Officer (Level III) \$300.00 annually

EXHIBIT "B"
City of Arcadia Part-Time Hourly Wage Schedule
CalPERS Retirement
Effective January 1, 2026

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PTP12	Activity Leader I Library Aide Laborer	\$18.08	\$18.54	\$19.00	\$19.47	\$19.96
PTP13	Administrative Intern	\$18.53	\$19.00	\$19.47	\$19.96	\$20.46
PTP14	Activity Leader II Ambulance Operator Police Cadet	\$19.89	\$20.39	\$20.90	\$21.42	\$21.96
PTP18	Camp Manager Library Clerk	\$20.98	\$21.50	\$22.03	\$22.58	\$23.14
PTP20	Tram Driver	\$22.04	\$22.58	\$23.14	\$23.72	\$24.31
PTP22	Fire Prevention Aide Firefighter Recruit/Firefighter Recruit (Pre-Service)	\$23.17	\$23.72	\$24.31	\$24.92	\$25.54
Communications & Marketing Specialist I		\$28.49	\$29.22	\$29.94	\$30.70	\$31.45
Communications & Marketing Specialist II		\$33.04	\$33.87	\$34.72	\$35.59	\$36.48

Volunteer Services Coordinator:	\$22.93 per hr
Reserve Police Officer (Level II):	\$23.64 per hr
Reserve Police Officer (Level I): Step A of Police Officer salary	\$47.63 per hr (as of 7/1/25)
Law Enforcement Recruit: Step A of Police Officer salary	\$47.63 per hr (as of 7/1/25)
Law Enforcement Recruit/ Pre-Service: Step A of Police Officer salary	\$47.63 per hr (as of 7/1/25)



PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carmen Masud, Deputy Public Works Services Director

SUBJECT: RESOLUTION NO. 7665 CASTING ITS VOTES FOR ONE OF THE CANDIDATES TO REPRESENT ARCADIA AND OTHER CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS A BOARD MEMBER ON THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Under Senate Bill (“SB”) 1679, the State Legislature established the San Gabriel Basin Water Quality Authority (“SGBWQA”) to plan, finance, and implement groundwater treatment programs within the San Gabriel Valley. The SGBWQA is under the direction and leadership of a seven-member board. The City of Arcadia may cast its votes for one of the nominated candidates who will represent the interest of cities with prescriptive pumping rights, including Arcadia.

Representing cities with pumping rights, two candidates were recently nominated for the office of City Member on the SGBWQA Board: incumbent Robert Gonzales of Azusa and Jeffrey K. Maloney of Alhambra. While both candidates are qualified, Board Member Gonzales has been effective in his role, demonstrating a strong commitment to representing cities with prescriptive pumping rights. Therefore, it is recommended that the City Council select Robert Gonzales as the candidate.

It is recommended that the City Council adopt Resolution No. 7665 casting its six votes for Robert Gonzales to represent Arcadia and other cities with prescriptive pumping rights, as a Board Member on the SGBWQA.

BACKGROUND

The purpose of the SGBWQA is to plan, finance, and implement groundwater remediation activities, to clean up contaminated groundwater in the San Gabriel Valley. The SGBWQA Board is composed of seven members, with three members appointed from each of the three municipal water districts, one elected City Council Member from cities in the San Gabriel Basin with prescriptive pumping rights, one elected City Council Member from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin.

On October 18, 2025, two candidates were nominated for the position of SGBQWA City Board Member, who will represent cities with prescriptive pumping rights. Each City has one vote for each 10,000 residents or majority thereof, as determined by 2020 U.S. Census data. The City of Arcadia has six votes that may be cast for one candidate who will best represent cities with prescriptive pumping rights. The current SGBQWA Board Member representing cities with prescriptive pumping rights is Azusa Mayor Robert Gonzales, whose term ends in January 2026. This election is to select the representative for that seat.

DISCUSSION

The election of the SGBWQA Board Member will take place during its regularly scheduled meeting on Wednesday, December 17, 2025. The following two candidates were nominated for the office of City Member on the SGBWQA Board, representing cities with pumping rights:

1. Robert Gonzales. Elected to Azusa City Council in 2007 and elected as Mayor in March 2020. Mr. Gonzales is the current SGBWQA Board Member representing cities with prescriptive pumping rights. In addition to being a SGBWQA Board Member, he also serves as a representative to the San Gabriel Valley Council of Governments, the Council of Governments' Homeless Sub-Committee, Trustee to the San Gabriel Valley Mosquito & Vector Control District, and the Los Angeles County Sanitation District.
2. Jeffrey K. Maloney. Elected to Alhambra City Council November 2016, Mr. Maloney currently serves as Vice Mayor. He is the Chief Staff Council for the

Santa Monica Mountains Conservancy. He also serves on the Board of Directors for the Clean Power Alliance and the Los Angeles Sanitation Districts Nos. 2 and 16, and is an active member of the Independent Cities Association and the League of California Cities.

While both candidates are qualified, Mayor Gonzales has provided consistent contributions to the Board and has been effective in his role, demonstrating a strong commitment to representing cities with prescriptive pumping rights. Therefore, it is recommended that the City Council select Robert Gonzales as the desired candidate.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no cost associated with electing a Board Member to the SGBWQA to represent cities with prescriptive pumping rights.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7665 casting its votes for Mayor Robert Gonzales to represent Arcadia and other cities with prescriptive pumping rights, as a Board Member of the San Gabriel Basin Water Quality Authority.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7665

RESOLUTION NO. 7665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, CASTING ITS VOTES FOR ONE OF THE CANDIDATES TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is comprised of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of Arcadia is one of the cities in the San Gabriel Basin with prescriptive pumping rights; and

WHEREAS, the City of Arcadia must cast its votes for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority; and

WHEREAS, the City of Arcadia must cast its vote(s) by resolution of the City Council;

WHEREAS, the resolution of the City of Arcadia casting its votes must be received by the San Gabriel Basin Water Quality Authority no later than December 16, 2025, at 12:00 p.m.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Arcadia casts its full votes for Council Member _____ as the representative for cities in the San Gabriel Basin with prescriptive pumping rights.

SECTION 2 The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

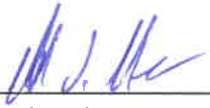
Passed, approved, and adopted this 2nd day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



DEVELOPMENT SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Alana Johnson, Transportation Services Manager

SUBJECT: RESOLUTION NO. 7667 AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2025-26 TRANSPORTATION DEVELOPMENT ACT – ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Arcadia Transit is eligible to receive Transportation Development Act (“TDA”) – Article 4 funds to operate the City’s bus system. In order to receive TDA – Article 4 funds, the City of Arcadia is required to submit annual claim forms authorized by the City Council. It is recommended that the City Council adopt Resolution No. 7667 authorizing the City Manager to submit claim forms for Fiscal Year 2025-26 TDA – Article 4 funds, which includes Local Transportation Fund (“LTF”), State Transit Assistance (“STA”), and Senate Bill 1 (“SB 1”) funds, in the total amount of \$600,873. Once approved, the claim forms will be submitted to the Los Angeles County Metropolitan Transportation Authority (“Metro”) for processing.

BACKGROUND

The California State Legislature adopted the Transportation Development Act – Article 4 (Senate Bill 325) in 1971 to generate revenue from retail sales tax and gasoline/diesel sales tax, to fund public transportation projects. The funds are allocated by the Southern California Association of Governments (“SCAG”) via the Local Transportation Fund and the STA programs, based on area population and

transit fare revenue generated by an agency's local transit system. Metro serves as the regional planning agency for Los Angeles County and administers and processes the funds to each participating municipal transit operator.

Local Transportation Fund ("LTF") revenue is derived from a one-fourth of one percent (0.25%) tax on retail sales statewide, which is used for transportation planning and mass transit activity. The California State Board of Equalization returns the quarter cent to each County according to the amount of taxes collected in its jurisdiction. Eligible uses include public transit, program administration, transportation planning, pedestrian and bicycle facilities, special group transportation service, and rail passenger service. The City of Arcadia has been allocated \$401,029 in LTF funds in Fiscal Year 2025-26 to operate Arcadia Transit.

The State Transit Assistance ("STA") fund was approved in 1980 as a secondary source of revenue for Senate Bill 325, which is dedicated to public transit operations and capital expenditures. STA revenue is generated from the statewide sales tax on gasoline and diesel fuels and is appropriated by the California State Controller's Office to regional Transportation Planning Agencies (i.e., Metro) for formula allocation. The formula is calculated using 50% population count and 50% operator revenues for the prior fiscal year. The City of Arcadia has been allocated \$98,177 in Fiscal Year 2025-26 in STA Funds for Arcadia Transit operations.

Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017, was signed into law to augment the base of the STA program, essentially doubling the funding for this program. This law generates funds through increased fuel taxes and vehicle registration fees. The provisions of SB 1 included the establishment of a new State of Good Repair ("SGR") program, which apportions funds per year by formula, directly to California's transit operators and transportation agencies. This bill ensures continued maintenance and improvement of both operational funding and capital investments in California's transportation system. The City of Arcadia has been allocated \$73,893 in SB 1 STA funds, which will be used towards transit operations, and \$27,774 in SB 1 SGR funds, which will be reserved for future capital purchases such as transit vehicles.

DISCUSSION

In order to receive TDA – Article 4 funds, the City of Arcadia is required to submit claim forms authorized by the City Council. Resolution No. 7667 authorizes the City Manager to submit claim forms for Fiscal Year 2025-26 TDA – Article 4 funds, which includes Local Transportation Fund, State Transit Assistance, and SB 1 funds, for a total amount of \$600,873. Once approved, the claim forms will be submitted to Metro for processing.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The City of Arcadia will receive \$401,029 in TDA – Article 4 LTF Funds, \$98,177 in STA Funds, and \$73,893 in SB 1 STA Funds for FY 2025-26 to operate Arcadia Transit. These funds are anticipated and included in the projections to operate Arcadia Transit successfully. Additionally, \$27,774 in SB 1 SGR Funds will be reserved for future capital purchases.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action is not a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7667 authorizing the submittal of the Fiscal Year 2025-26 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.

Resolution No. 7667 – FY 25-26 TDA Article 4 Claim Forms

December 2, 2025

Page 4 of 4

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7667

Attachment No. 2: Draft Fiscal Year 2025-26 TDA Article 4 Claim Forms

RESOLUTION NO. 7667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2025-26 TRANSPORTATION DEVELOPMENT ACT - ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT

WHEREAS, the Transportation Development Act of 1971 ("TDA") (Chapter 1400, Statutes 1971 (SB 325), and amendments thereto) makes certain funds available for public transportation systems; and

WHEREAS, the TDA established two funding sources known as the Local Transportation Fund ("LTF") and the State Transit Assistance ("STA") fund; and

WHEREAS, Senate Bill ("SB") 1 (Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017, was signed into law, augmenting the base of the STA program, thereby increasing the funding allocated to the program; and

WHEREAS, the provisions of SB 1 included the establishment of the State of Good Repair ("SGR") program, which apportions funds per year by formula directly to California's transit operators and transportation agencies; and

WHEREAS, the Arcadia City Council has adopted a budget for Arcadia Transit for the 2025-26 Fiscal Year evidencing the need for financial assistance; and

WHEREAS, the Southern California Association of Governments ("SCAG") has been charged with the responsibility for allocating the funds; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”) serves as the regional planning agent for Los Angeles County, and administers and processes the funds to each participating municipal transit operator.

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

SECTION 1. The City Council authorizes and directs the City Manager or their designee to execute and file a claim with Metro for TDA – Article 4 funds, and to take any and all necessary further actions and execute any and all necessary documents in order to receive such funds.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

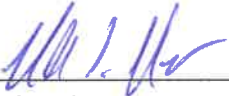
Passed, approved and adopted this 2nd day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Public Transportation System Claim

CHECKLIST OF ITEMS FILED

FISCAL YEAR: 2025-26

CLAIMANT: City of Arcadia

DATE: December 2 2025

The items checked below are enclosed in connection with the claim filed herein:

- 1. **Pages 1 and 2 for TDA and STA**
(See instructions for completing the form in the instruction package).
- 2. **Financial Statement (Table L-1)**
(A separate table must be completed for each mode. The table should be consistent with the table included in the SRTP.)
- 3. **Standard Assurances for Claimants**
- 4. **Governing Body Authorization**
Submit a certified copy of a resolution or minute order.
- 5. **Justification Statements**
- 6. **Proposed Commitment Statement(s)**
Complete when requesting long-term capital reserves.
- 7. **Employee Retirement System Certification Statement**
- 8. **Proof of Funding Obligation**
Submit tangible evidence of imminent need for capital reserve drawdowns.
- 9. **Cooperative Agreement or Contract**
Submit copies if applicable.
- 10. **TDA Reserves Held by County Auditor (Table 2)**
- 11. **California Highway Patrol Certification (Pull Notice)**
Current within 13 months.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

**STANDARD ASSURANCES FOR APPLICANTS
FOR LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE FUNDS (STAF)**

Claimant: City of Arcadia

Fiscal Year: 2025-26

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

**MTA
TDA
GUIDE
SECTION**

Initial

1. **CERTIFIED FISCAL AND COMPLIANCE AUDIT**
Claimant certifies that it has submitted a satisfactory, independent fiscal and compliance audit, with required certification statement, to SCAG, MTA, and the Department of Transportation, pursuant to PUC Section 99245 and CAC Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one) and submitted to MTA no later than 120 days after the close of the fiscal year.
 - 1.8.1
 - 1.8.3

2. **90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT)**
Claimant certifies that it has submitted a State Controller's Report in conformance with the Uniform System of Accounts and Records, to SCAG, MTA, and the State Controller, pursuant to PUC Section 99243, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one) and submitted no later than 90 days after the close of the fiscal year.
 - 1.8.2
 - 1.8.3

3. **PART-TIME EMPLOYEES***
Claimant certifies that it is not precluded, by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with those common carriers. (PUC Section 99314.5c)
 - 5.6.2b

STANDARD ASSURANCES FOR APPLICANTS

Page 2.

**MTA
TDA
GUIDE
SECTION**

Initial

- 4. **FIFTY PERCENT EXPENDITURE LIMITATION**
 - 2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.

- 5. **REVENUE RATIOS FOR OLDER OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.

- 6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

- 7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

- 8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**
 - 2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

STANDARD ASSURANCES FOR APPLICANTS

Page 3.

**MTA
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SECTION**

Initial

- 8b. **REVENUE RATIOS FOR PARATRANSIT SERVICES**
Claimant filing a claim pursuant to PUC Section 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.
 - 2.2.3

- 9. **EXTENSION OF SERVICE**
Claimant that received an allocation of Local Transportation Funds for an extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.
 - 1.8.4
 - 2.2.5

- 10. **RETIREMENT SERVICE**
Claimant filing a claim pursuant to PUC Section 99260 certifies that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.
 - 2.1.7

- 11a. **USE OF FEDERAL FUNDS**
Claimant filing a claim for TDA funds for capital intensive projects pursuant to PUC Sec. 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.
 - 2.2.1
 - 2.2.8

- 11b. Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and filing a claim for TDA funds in excess of the amount allowed under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.
 - 2.2.1d

STANDARD ASSURANCES FOR APPLICANTS

Page 4.

**MTA
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12. **CHP CERTIFICATION**
2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.
13. **STA EFFICIENCY STANDARDS***
Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6. This requirement is suspended until July 1, 2026.
14. **REDUCED TRANSIT FARES**
Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STA Claimants Only.**

City of Arcadia

Jason Kruckeberg, Assistant City Manager/
Development Services Director

CLAIM FORM

**TDA CLAIM FORM
LTF PUBLIC TRANSPORTATION - ARTICLE 4**

CLAIMANT: City of Arcadia

CONTACT PERSON: Alana Johnson

TELEPHONE: (626) 574-5408

DATE: December 2, 2025

FISCAL YEAR: 2025-26

COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY Allocation - Operations	\$ <u>401,029</u>
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$ _____
	3. Total FY 2026 funding mark (1+2)	\$ <u>401,029</u>

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM

**STATE TRANSIT ASSISTANCE FUND
STA Regular**

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Arcadia

CONTACT PERSON: Alana Johnson

TELEPHONE: (626) 574-5408

DATE: December 2, 2025

FISCAL YEAR: 2025-26

COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
() CAC, Section 6730 (a)	1. Payment from Unallocated - Operations	\$98,177 _____
() CAC, Section 6730 (b)		
() CAC, Section 6730 (c)	2. Amount placed in Capital Reserve from current year allocation	\$ _____
() CAC, Section 6731 (a)		
() CAC, Section 6731 (b)		
() CAC, Section 6731 (c)	(Complete Table 2)	
	3. Total for 1 & 2 = STA Regular Allocation	\$98,177 _____

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

CLAIM FORM

**STATE TRANSIT ASSISTANCE FUND
SB1 STA and SB1 STATE OF GOOD REPAIR**

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Arcadia

CONTACT PERSON: Alana Johnson

TELEPHONE: (626) 574-5408

DATE: December 2, 2025

FISCAL YEAR: 2025-26

COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
() CAC, Section 6730 (a)	1. Payment from SB1 STA Funds Operations	\$ <u>73,893</u>
() CAC, Section 6730 (b)		
() CAC, Section 6730 (c)	2. Amount placed in Capital Reserve from current year allocation (SB1 STA Funds)	\$ _____
() CAC, Section 6731 (a)	(Complete Table 2)	
() CAC, Section 6731 (b)		
() CAC, Section 6731 (c)		
	3. Total for 1 & 2 = SB1 STA Allocation	\$ _____
	4. SB1 SGR Capital Funds (Complete Table 2)	\$ <u>27,774</u>
	5. Total for 1, 2, 3 & 4 = SB1 STA/SGR Allocation	\$ <u>101,667</u>

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to

monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

DRAFT

Table L-1 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

MODE:

<i>SOURCE OF CAPITAL FUNDS:</i>	2024 Audited	2025 Actual	2026 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)	0	0	0
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated	0	0	0
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated	0	0	0
STA from prior years reserve			
SB1 SGR	0	0	0
Other State (Specify)			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return	0	0	0
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R Clean Fuel Bus Capital			
Measure R 15% Local Return	0	0	0
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Other Local (Specify)			
TOTAL CAPITAL REVENUE	0	0	0
TOTAL CAPITAL EXPENSES	0	0	0

Table L-1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF OPERATING FUNDS:

2024 Audited	2025 Actual	2026 Planned
-------------------------	------------------------	-------------------------

FEDERAL CASH GRANTS AND REIMBURSEMENTS

FTA Sec. 5307 (Sec. 9) Operating			
Other Federal (COVID Emergency – ARPA/CRRSAA)	984	0	0

STATE CASH GRANTS AND REIMBURSEMENTS

TDA Current from unallocated	560	463	401
STA Current from unallocated	114	150	98
Other State (Specify)			

LOCAL CASH GRANTS AND REIMBURSEMENTS

Passenger Fares	8	8	8
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues			
Prop. A %40 Discretionary	241	233	263
Prop. A %25 Local Return	125	875	1,150
Prop. A Incentive fund			
Prop. A Interest			
BSIP	24	25	26
TSE			
Base			
MOSIP	69	69	77
Measure R 15% Local Return	83	584	767
Prop. C %5 Security	8	7	6
Foothill Mitigation	17	15	14
Measure M 20% - Bus Operations	222	188	170
Measure R 20% - Bus Operations	222	189	172
Other: Misc. Vehicle Loss	0	18	0

TOTAL OPERATING REVENUES	2,677	2,824	3,152
TOTAL OPERATING EXPENSES	2,677	2,824	3,152

TABLE 2
TDA

Total Capital Funds Reserved
for Future Payment (Total A & B) : \$ _____

<u>PROJECT DESCRIPTION</u>	<u>(A) ANTICIPATED EXPENDITURE FY 2027</u>	<u>(B) ANTICIPATED EXPENDITURE FUTURE YEARS</u>
--------------------------------	--------------------------------------------------------	---------------------------------------------------------------

DRAFT

TABLE 2 (B)
STA

Total Capital Funds Reserved for Future Payment: \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2027</u>	(B) EXPENDITURE <u>FUTURE YEARS</u>
--------------------------------------	-------------------------------------------------------	---------------------------------------------

TABLE 2 (C)
SB1 STA/SGR

Total Capital Funds Reserved for Future Payment: \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2027</u>	(B) EXPENDITURE <u>FUTURE YEARS</u>
--------------------------------------	-------------------------------------------------------	---------------------------------------------

Future Bus Replacement		\$27,774
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OFFICE OF THE CITY MANAGER

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Justine Bruno, Deputy City Manager

SUBJECT: RESOLUTION NO. 7668 MAKING AN APPOINTMENT TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
CEQA: Not a Project
Recommendation: Adopt and Make Appointment

SUMMARY

The San Gabriel Valley Mosquito and Vector Control District (“District”) serves 26 cities and unincorporated areas throughout the San Gabriel Valley, including Arcadia. Established in 1989 as an independent special district, the District provides mosquito control and public health protection to more than 1.5 million residents.

Each city in the San Gabriel Valley, along with Los Angeles County, appoints a representative to the District’s Board of Trustees (“Board”), whose members serve two- or four-year terms and must be registered voters residing in the applicable city they represent.

Arcadia’s current representation is former Mayor Sho Tay, appointed in 2022 to a four-year term ending December 31, 2025. With his term nearing expiration, the City Council must select a successor. Mr. Tay has expressed a willingness to serve another four-year term and given his prior City Council service and current Board experience, his reappointment is recommended.

It is recommended that the City Council adopt Resolution No. 7668 to appoint City of Arcadia resident and registered voter, Sho Tay, to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees for a four-year term.

BACKGROUND

The San Gabriel Valley Mosquito and Vector Control District (“District”) was established to prevent new vector sources, manage existing vector populations, and eliminate breeding sites through public education, prevention initiatives, and an integrated pest management program. Under California Health and Safety Code Section 2002, a “vector” is defined as any animal capable of transmitting disease or causing human discomfort or injury, including mosquitoes, flies, mites, ticks, other arthropods, rodents, and other vertebrates.

The San Gabriel Valley Mosquito and Vector Control District operates as an independent special district, with its authority established under California Health and Safety Code Sections 2000–2067. Governance is provided by a 27-member Board of Trustees, made up of one appointed representative from each city within the District, along with a representative from Los Angeles County.

DISCUSSION

Each city in the San Gabriel Valley, along with the County of Los Angeles, appoints a representative to serve on the Mosquito and Vector Control District Board of Trustees. Board members serve terms of either two or four years, at the discretion of the appointing authority. Delegates do not need to be elected officials, but they must be registered voters and residents of the city they represent. The Board meets on the second Friday of each month at 7:00 a.m. at the District office in West Covina. Board members receive a stipend of \$100 per meeting and alternates are not permitted, only the appointed trustee.

From 2001 to 2021, former Mayor Roger Chandler served as Arcadia’s representative on the Board, including periods as the Chair. In 2022, then-Mayor Sho Tay was appointed to a four-year term as Arcadia’s representative. With Mr. Tay’s term ending at the close of 2025, the City Council must now select a successor to serve on the Board.

Mr. Tay has offered to serve an additional four-year term and represent the City of Arcadia. Based on his prior service on the Arcadia City Council and his experience serving on the Board for the past four years, it is recommended that the City Council reappoint Mr. Tay to the Board or identify an alternate appointment. With the proposed appointment beginning in January 2026, the next time the City Council

would consider an appointment to this Board would either be the end of calendar years 2027 or 2029, depending on the length of term selected (two or four years).

ENVIRONMENTAL ANALYSIS

The proposed appointment to the San Gabriel Valley Mosquito and Vector Control District Board does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will not have an impact on the environment.

FISCAL IMPACT

District operations are funded through a benefit assessment applied to each parcel within its boundaries, calculated based on land use and parcel size. The monthly meeting stipend of \$100 is paid by the District, not Arcadia. As such, there is no fiscal impact to the City as a result of this appointment to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees.

RECOMMENDATION

It is recommended that the City Council determine that the appointment is not a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7668 to appoint Sho Tay to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees for a four-year term.

Attachment No. 1: Resolution No. 7668 – San Gabriel Valley Mosquito and Vector Control District Appointee

RESOLUTION NO. 7668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPOINTING A REPRESENTATIVE TO THE BOARD OF TRUSTEES OF THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, the San Gabriel Valley Mosquito and Vector Control District was established in 1989 as an independent special district that provides mosquito control and public health protection to more than 1.5 million residents; and

WHEREAS, The San Gabriel Valley Mosquito and Vector Control District prevents new vector sources from forming, manages existing vector populations, and eliminates breeding sites through public education, prevention initiatives, and an integrated pest management program; and

WHEREAS, pursuant to California Health and Safety Code Section 2022, each city within the San Gabriel Valley Mosquito and Vector Control District shall appoint one (1) person to serve as a member of the District's Board of Trustees; and

WHEREAS, the appointed person must be a resident and voter of the City of Arcadia; and

WHEREAS, pursuant to California Health and Safety Code Section 2024, the term of office for each member of the Board of Trustees shall be two (2) or four (4) years, at the discretion of the appointing authority, beginning at noon on the first Monday in January; and

WHEREAS, the Arcadia City Council desires to appoint a representative to serve as Trustee on the Board of the San Gabriel Valley Mosquito and Vector Control District for the upcoming term.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby appoints Sho Tay, a resident and registered voter of the City of Arcadia, to serve as the City's representative on the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District.

SECTION 2. The term of office shall be for four years, commencing January 5, 2026.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and forward a certified copy to the San Gabriel Valley Mosquito and Vector Control District as official notification of this appointment.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 2nd day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carmen Masud, Deputy Public Works Director

SUBJECT: PURCHASE ORDER WITH TEXTRON E-Z GO, LLC FOR THE PURCHASE OF NINE 2026 RXV ELITE E-Z GO GOLF CARTS IN THE AMOUNT OF \$80,952.30

CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2024-25 Equipment Replacement Budget provides for the replacement of golf carts for the Arcadia Par 3 Golf Course. After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring new golf carts while receiving the best price possible. It is recommended that the City Council approve a Purchase Order with Textron E-Z Go, LLC for the purchase of nine 2026 RXV Elite E-Z Go Golf Carts in the amount of \$80,952.30.

BACKGROUND

The Arcadia Par 3 Golf Course opened in 1962 and offers an 18-hole course on approximately 26 acres. Weather permitting, the golf course is open for business at least 12 hours per day, 360 days per year. The City of Arcadia has a management agreement with Touchstone Golf, LLC for the management of the course. The Public Works Services Department (“PWSD”) is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained and that the equipment utilized at the course is in good condition.

The Par 3 Golf Course currently uses seven golf carts to support daily course operations. The golf carts are 2016 models that are in poor condition due to heavy use. The older model golf carts are powered by acid batteries that are expensive to replace. The aluminum frames of the current golf carts are corroding and cracking, showing signs of cosmetic wear and tear. Due to the age of these golf carts, replacement parts are not only expensive, but difficult to source. Of the existing fleet, two golf carts are no longer operational, and the remaining units are nearing the end of their useful life. While efforts have been made over the years to prolong the life span of the golf carts, new golf carts are needed to maintain reliable operations of the facility.

DISCUSSION

The Fiscal Year 2024-25 Equipment Replacement Budget provides for the purchase of replacement golf carts. The new golf carts will be equipped with 2.2 single Elite battery packs and chargers, which will ensure reliable operation. The carts will include white steel wheels and fender scuff guards for durability, as well as premium steering wheels for improved ergonomics. Additional features include windshields and sun canopies to support the comfort of players at the Par 3 Golf Course.

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring new golf carts while receiving the best price possible. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process for the new golf carts at a lower cost than the traditional competitive bidding process. Sourcewell has awarded a contract to Textron E-Z Go, LLC for golf and recreational vehicles. A copy of the agreement between Sourcewell and Textron E-Z Go, LLC is attached. The PWSD reviewed the bidding process and Sourcewell's contract and determined that they meet the City's procurement requirements. A copy of Textron E-Z Go, LLC's contract is attached.

ENVIRONMENTAL ANALYSIS

Purchase Order with Textron E-Z Go, LLC

December 2, 2025

Page 3 of 4

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The cost for nine 2026 RXV Elite E-Z Go Golf Carts is \$80,952.30. Funds in the amount of \$110, 200 have been budgeted in the Fiscal Year 2024-25 Equipment Replacement Fund for Par 3 Golf Course Equipment. Sufficient funds are available for this purchase.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Textron E-Z Go, LLC for the purchase of nine 2026 RXV Elite E-Z Go Golf Carts in the amount of \$80,952.30.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Textron E-Z Go, LLC Proposal
Sourcewell Contract

The Best Will Always Have Our
Name On It.



PREPARED FOR:

Arcadia Golf Course

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

November 6, 2025

Arcadia Golf Course
Paul Cranmer
620 E Live Oak Ave
Arcadia, CA 91006

Dear Paul Cranmer,

E-Z-GO® is honored to prepare this exclusive proposal for Arcadia Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Arcadia Golf Course.

With sincere appreciation,

Austin Stinson
Territory Sales Manager
astinson@textron.com

Proposal

Arcadia Golf Course

November 6, 2025

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

ADVANCED INTELLIBRAKE TECHNOLOGY

SAMSUNG SDI LITHIUM BATTERIES

UNBEATABLE ENERGY EFFICIENCY

LOWEST COST OF OPERATIONS

ACCESSORIES

2026 Model Year	9
Body Color Slate Gray	9
Standard Seat Gray	9
Hole-in-One 18x8.50-8, 4 Ply, White Steel Wheel	9
Spoke, Silver (Set of 4)	9
2.2 Single ELiTE Battery Pack	9
Light World Charger, ELiTE (3 m [10 ft] Cord)	9
Premium Steering Wheel	9
Fender Scuff Guard	9
USB Port	9
Sand Bottle (Single) (Both)	18
Message Holder - 54" Canopy Only	9
Sun Canopy, 54" Black	9
Windshield, Fold Down	9
Custom Logo/Decals	9
Freight	9

Proposal

Arcadia Golf Course

November 6, 2025

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2025	RXV ELITE	Net 30	9	\$8,140.00	\$73,260.00
TOTAL UNIT AMOUNT						\$73,260.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
		December 2025	1 month after delivery

SPECIAL CONSIDERATIONS

EZGO's Sourcwell contract #091024-JCS

City of Arcadia's member #93725

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application, Last two full years of Audited Financial Statements, and YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, commodities and other factors will be determined 45 days prior to delivery.

The terms of the Pace Technology Data Systems Agreement (available under "Download Documents" at <https://ezgo.com/pacetechnologyprivacy>) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Arcadia Golf Course

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. (“Company”) provides that any new Model Year 2025 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the “Vehicles”) and/or the battery charger for the Vehicle’s lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company’s Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner’s Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;

- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser’s sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE’S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company’s Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE’S BATTERY PACK WITHOUT THE COMPANY’S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser’s facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser’s storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company’s Customer Care / Warranty Department.



FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G25





MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Textron E-Z Go LLC

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 Textron E-Z Go LLC, 1451 Marvin Griffin Road, Augusta, GA 30909 (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 13,2028, 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# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 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 form 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 Purchased 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) **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.
- 8) **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.
- 9) **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.

- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Notwithstanding the foregoing, Supplier is not required to indemnify, defend, save, or hold harmless Sourcewell for any claims or causes of action that are solely caused by the negligent acts or omissions of Sourcewell.

- 18) **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.
- 19) **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 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.
 - 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.
- 20) **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.

- 21) **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.
- 22) **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
 - 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 through blanket endorsement as evidenced on the Certificate of Insurance 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 blanket endorsement required by this Agreement or other insurance applicable

to 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.
- 23) **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.
- 24) **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 Suppliers 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.

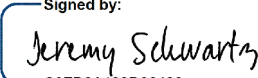
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

- 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.

Sourcewell

Textron E-Z Go LLC

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/3/2024 | 3:38 PM CST

DocuSigned by:

 By: 1D07F1407D82476...
 Rocco Sica
 Title: General Counsel
 Date: 12/3/2024 | 1:27 PM PST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Jacobsen
Does your company conduct business under any other name? If yes, please state: Textron E-Z-GO LLC
Address: 1451 Marvin Griffin Road
Augusta, GA 30906
Contact: Morgan-Ann Baker
Email: mbaker04@textron.com
Phone: 706-550-8808
HST#: 05-0315468

Submission Details

Created On: Tuesday September 03, 2024 08:50:46
Submitted On: Monday September 09, 2024 12:38:05
Submitted By: Rocco Sica
Email: TSVlegaldepartment@textron.com
Transaction #: 6523708d-d92e-44e3-9a1a-5ceaeca2d1f6
Submitter's IP Address: 32.66.192.49

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.	Textron E-Z-GO LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
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).	Textron E-Z-GO LLC has no subsidiaries, D.B.A.s, authorized affiliates, or any other entities responsible for offering and performing delivery of Solutions within the Proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Textron Inc.'s Unique Entity Identifier (UEI) is M9EUUX4966S5.
5	Provide your NAICS code applicable to Solutions proposed.	336999
6	Proposer Physical Address:	1451 Marvin Griffin Road Augusta GA 30909
7	Proposer website address (or addresses):	- https://www.ezgo.tsxsv.com - https://cushman.txtsv.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):	Rocco Sica General Counsel 1451 Marvin Griffin Road Augusta GA 30909 rsica@textron.com • 762-343-0856
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Morgan-Ann Baker Sr. Government Sales Manager 1451 Marvin Griffin Road Augusta GA 30909 mbaker04@textron.com 706-550-8808
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Victoria Ferreira Customer Experience Manager Sr. 1451 Marvin Griffin Road Augusta GA 30909 vferreira@textron.com 706-772-1746

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>During a hot summer in 1954, in a cramped one-room machine shop in Augusta, Georgia, E Z GO® was born. Two brothers started with a simple belief that they could build a better golf car — one that meets the needs of the customer better than any other vehicle on the market.</p> <p>From those humble beginnings, E Z GO has become a world leader in transportation and a leading global manufacturer of golf cars, utility vehicles and personal transportation vehicles. From our headquarters in Augusta, we build tens of thousands of vehicles each year, many of which feature game-changing technology and innovations to improve vehicle efficiency and enhance the user experience like no other vehicle can. All but one example, our exclusive AC Drive, found in the E Z GO RXV golf-cart platform, uses an alternating-current motor and electrical powertrain to deliver unparalleled hill-climbing power and vehicle performance with unmatched energy efficiency, with industry-leading features like a parking brake that automatically engages whenever the vehicle stops.</p> <p>E-Z-GO is also well known for its business and operational excellence. In 2009, E-Z-GO received the coveted Shingo Prize for Operational Excellence. That same year, the company's Augusta facility was named one of Industry Week magazine's top 10 manufacturing plants in North America. The company's facilities follow ISO 9001 standards.</p> <p>Since 1960, E Z GO has been part of Textron Inc. (NYSE: TXT), a global multi-industry company headquartered in Providence, RI. A Fortune 500 company with more than 35,000 employees worldwide and operations in 25 countries, Textron is known for its powerful brands, including E Z GO, Cessna, Beechcraft, Hawker, Bell Helicopter, Jacobsen and Kautex, among others.</p> <p>Today, E Z GO vehicles are designed and manufactured by Textron Specialized Vehicles, a division of Textron Inc. that also manufactures commercial and industrial utility vehicles, recreational side-by-side UTVs, and ground support equipment for the aviation industry. E Z GO stands alongside its sister Textron Specialized Vehicles brands — Arctic Cat®, Jacobsen®, Cushman® and Textron GSE — as leaders in the respective industries they serve.</p> <p>But more than 60 years after the first E Z GO vehicle was built in that sweltering one-room shop, there is still that single belief — that we exist to build vehicles and services that exceed the expectations of the customer, better than any other offering on the market. It is the drive to sustain and improve that position — to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service — that leads E Z GO to cover new ground.</p> <p>Our Mission: We are passionate people creating vehicles that make life easier, more productive and fun.</p> <p>Our Values: We Have the Will to Win, We Win When We Work Together, We Listen to Decide, We do What We Say, We Act with Confidence</p> <p>Industry Longevity: E-Z-GO plans to be a \$1.3B business by 2028. We will continue to invest in our innovative products lines with new and exciting product launches.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, we will begin implementing a strategic plan focused on Sourcewell. We will ensure that our distributor and dealer channel support the award and have a thorough understanding of the contract details, compliance benchmarks and reviews, and pricing policies.</p> <p>Our primary focus is on implementing best practices and will utilize the Sourcewell team to ensure these benchmarks are being met.</p>
<p>13</p>	<p>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.</p>	<p>We have uploaded our 2023 Annual Report in the document upload section.</p>

14	What is your US market share for the solutions that you are proposing?	<p>We sell through three primary channels; Commercial/Government; Consumer; and Golf.</p> <p>Our Commercial/Government channel that focuses on private enterprises, public enterprises, and Federal/State/Local agencies. We also support our Consumer market. The current market share estimate for these categories is ~50% although due to market data that is available, we are not able to provide an exact percentage.</p> <p>Our Golf sector supports private, public, and municipal course. The market share for golf is 41%. We are the market share leader.</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	Our current Canadian market share data is limited due to the data that is currently available. However, in our golf channel, we own an estimated 23% of the market share.	*
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.	Not Applicable.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>We would best be described as option B (Manufacturer). We are supported by an internal sales team of 60 individuals that cover our commercial/government, consumer, and direct golf business.</p> <p>We have an additional 13 distributors and 600+ dealers that cover the continental United States, Hawaii, and Canada. They have an additional 210 outside sales representatives that support their businesses.</p> <p>These dealers and distributors have been trained on Public Sector and compliance. They have certified technicians that complete golf car and utility service and warranty. Additionally, these dealers and distributors support our sales processes and will there to assist with any Sourcwell customer needs.</p>	*
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.	Not Applicable.	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Textron Inc:</p> <ul style="list-style-type: none"> - Recognized by Fortune Magazines' "World's Admired Companies" list for 2022 - Recognized Forbes' as "World's Best Employers" for 2020 - Recognized by Forbes as "Best Employers for Diversity" - Recognized by Forbes' as "America's Best Employers for Women" in 2019 - Recognized as Newsweek's "America's Greatest Workplaces", "America's Greatest Workplaces for Parents and Families", and "America's Most Responsible Companies" - Handshake Early Talent Rewards - Match 2023 Campus Forward Awards - HBCU Top Supporter 	*
21	What percentage of your sales are to the governmental sector in the past three years?	With the utilization of cooperatives, state contracts, and our federal GSA Schedule, we have been able to grow our government sales to 2% of our overall sales volume in the past three years. Our commercial and government sector are projected to grow over the next five years with further resources being allocated to the business sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Our education sector sales have been less than one percent of our total sales. However, our business is strategically growing our presence in the education sector over the next year with more focused attention and resources.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<ul style="list-style-type: none"> - Sourcewell: ~\$3,217,917 - BuyBoard: ~\$5,075,969 - OMNIA: ~\$36,041,078 - Oklahoma State: ~\$51,523 - Louisiana State: ~\$1,471,037 - CMAS: ~\$192,041 - Alabama State: \$124,541 - Georgia State: ~\$8,403,954 - Florida State: ~\$495,404 - ESCNJ: ~\$150,845
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?	Textron Inc. currently holds a GSA contract (GS-03F-066DA). This GSA contract has been held by Textron for over thirty years. In the last three years, our sales have been \$2,325,995.

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 *
Reeves County Golf Course	Elizabeth Terrazas	(432) 287-3073
University of Georgia	John Crumbley	(706) 369-5739
Los Angeles County of Sanitation District	Edward Gomez	(562) 755-9243

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 *
26	Sales force.	<p>Our sales team is made up of 60 factory sales representatives from E-Z-GO and Cushman. We have an additional 210 distributor and dealer outside sales representatives who work with 600 partners in the network.</p> <p>Our factory and outside sales representatives have been trained on government cooperatives, state contracts, and our GSA federal contract and understand compliance and regulations.</p> <p>We have a Government Sales Manager that is responsible for completing these trainings with our factory and outside sales representatives. They are responsible for the communication with contract administrators and ensure reporting is completed.</p> <p>We have an additional internal representative that completes monthly and quarterly sales reporting, order update requests, and order escalations.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We have a total of 13 distributors and 600+ dealer in the United States, Hawaii, and Canada.</p> <p>Per our dealer agreements, these partners are responsible for keeping sufficient product stock, service trainings and completing service/warranty work, and having an outside sales representative.</p> <p>Our distributor partners fully understand our products and will be able to assist Sourcewell customers.</p> <p>Our distributor and dealer network can be found in the below locators:</p> <p>https://www.cushman.txtsv.com/commercial/shopping-tools/find-dealer https://ezgo.txtsv.com/personal/shopping-tools/find-dealer</p>

28	Service force.	<p>We have 87 factory certified E-Z-GO and Cushman field service technicians across the continental United States. Additionally, we have 600+ distributors and dealers that support service and warranty. These distributor and dealer service technicians are required to complete training and certification with our internal teams. This is completed at the time of becoming a distributor/dealer. We also provide supplemental trainings that focus on specific topics such as, but not limited to, ELITE lithium technology, Hauler ELITE Diagnostics, Engine Failure Diagnostics, How-To's, etc.</p> <p>We supplement our factory direct technicians and distributor/dealer technicians with our internal call center that is available to customers for diagnostic issues, parts information, and additional questions. They can be reached at 888-438-3946.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process is primarily completed through our distributor and dealer partners. When a Sourcewell customer has received a quote from a dealer or distributor, they will submit the final Purchase Order to the dealer/distributor for submission to E-Z-GO/Cushman.</p> <p>Once the order is received, it will be reviewed by our sales operations team before it is entered to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature authorizing the sale.</p> <p>In the case that there is no distributor or dealer presence in a given territory, the Sourcewell customer would work directly with our Regional Sales Manager team and Government Sales Manager for quotation and ordering. All details for contractual discounts, contract information, etc. will be reviewed to ensure compliance.</p>	*
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.	<p>Our customers will receive a point of contract at the time of delivery; this will be primarily our dealer and distributor network. They will be introduced and given the best email address and phone number to reach in case it is needed for service or warranty work. In the case where a quick diagnostic call or question arises, the customer can contact our internal call center at 888-438-3946.</p> <p>We expect no more than 24-hour response time to emails and phone calls for service or warranty inquiries. The dealer or distributor partner will schedule time with the customer based on the best timing for schedules to complete service work; service calls are expected to be completed in 7 days of contact (via phone call or email). All cases of escalation will be sent to the Government Sales Manager at E-Z-GO/Cushman.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We would like to offer our full lineup of E-Z-GO and Cushman products to all Sourcewell participating agencies in the United States. With our expanding internal focus and strategic growth in the Public Sector space through cooperatives such as Sourcewell, we believe that our ability to provide these products would add additional value to all participating agencies. This can be seen in the addition of our factory sales representatives and they regional strategies and growth alongside our dealer and distributor channel.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our current focus of growth is the Canadian market. This can be seen with our growing number of distributor and dealer partners across the country. While we do not have full coverage currently, we are willing provide products and service across the market.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Through the proposed agreement, we will not be fully serving the following markets:</p> <ul style="list-style-type: none"> - Alaska - Canada 	*
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.	<p>We will be able to provide our solutions and service to all Participating Entities in the continental United States and the state of Hawaii. Currently, we will not be able to provide full access to our solutions and service in the state of Alaska due to dealer and distributor coverage.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>The current restrictions for our solutions to participating entities include Alaska as we do not have a dealer/distributor presence within the state.</p> <p>We will be able to provide full products and services to the state of Hawaii as we have dealer presence.</p> <p>For U.S. Territories, we do have dealer representation in Guam, Puerto Rico, U.S. Virgin Islands. These distributor partners can be found on the dealer locator:</p> <p>https://ezgo/txtsv.com/international-distributors</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, we will extend terms to nonprofit entities.</p>	*

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.	<p>Our marketing strategy for promoting Sourcewell is to ensure that information about our contract opportunity is readily available on both our E-Z-GO and Cushman websites. We have also created marketing materials such as flyers and pamphlets that readily promote our cooperative participation.</p> <p>We utilize our social media accounts to promote our products to end customers. These can be found in the below links:</p> <ul style="list-style-type: none"> - https://www.facebook.com/EZGOVehicles/ - https://www.facebook.com/CushmanVehicles/following - https://www.instagram.com/ezgovehicles - https://www.instagram.com/cushman_vehicles - https://www.twitter.com/ezgovehicles - https://www.twitter.com/CushmanVehicles - https://www.linkedin.com/showcase/ezgovehicles - https://www.linkedin.com/showcase/cushman-utility-vehicles <p>In addition to our social media and digital marketing plans, we have heavily invested in our presence at local and national Public Sector focused trade shows and regional events. We would represent this opportunity by including specific literature and other materials to customers. Additionally, we have created a partnership with National Cooperative Procurement Partners.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>E-Z-GO and Cushman supports our digital marketing decisions by tracking digital metrics through our websites and our social media platforms. Currently our social media platforms for both the E-Z-GO and Cushman brands are Facebook, X, Instagram, LinkedIn, and YouTube.</p> <p>We use a lead generation tool called Rollick that can be accessed through our "Request a Quote" tool on the E-Z-GO and Cushman websites. Rollick categorizes specific customer demographics to better understand what customers are purchasing. Additionally, we use email marketing for current customers to ensure they are receiving up-to-date information as they move through the purchasing process.</p>
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?	<p>We believe that Sourcewell's role will be highlighting the ease of use and benefits with the cooperative contract to participating partners. Additionally, ensuring that this information is readily available to Sourcewell members who may seek out products listed in this RFP.</p> <p>We would continue training our internal sales and distributor/dealer outside sales representatives on the contract specifications. This will help us in the promotion of our contract to all participating customers. Additionally, we would like to create further marketing materials that can be utilized throughout the sales process.</p>
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.	<p>Currently, we do not offer an e-procurement solution for ordering new vehicles. These will be submitted through the distributor/dealer point-of-contact or factory sales representatives. The government sales manager will be included in the process for ordering.</p> <p>For all parts and accessories order, we do offer an e-procurement solution through the following web address: https://ezgo.txtsv.com/personal/parts-accessories. These will be sent directly from our parts ordering site to the parts department. We offer NET 30 payments or via credit cards in the portal. If applicable, a tax exemption from the customer can be provided and attached to the order.</p>

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.	<p>Upon delivery of the product, our distributor/dealer partners will complete a operator training of the basic items on the golf or utility cart. This will include a walk around of safety and operational items, a maintenance overview (Owner and Operator manuals), and an Owner's Guide will be provided for each unit received. The below links will provide further information on digital operator guides for both E-Z-GO and Cushman:</p> <p>https://ezgo.txtsv.com/personal/owners/owners-manuals https://www.cushman.txtsv.com/owners/find-manual</p> <p>Safety Videos are also available in our YouTube channel: https://www.youtube.com/@CushmanCommunications/video</p> <p>For further information or additional training, our team can be notified and schedule additional follow-up.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>E-Z-GO and Cushman are the market leaders when it comes to advancements in product engineering. With our ELiTE lithium technology, AC Drive powertrain, and EX-1 gas engine, we are pushing the boundaries for our golf and utility platforms. Lastly, our investment in our PACE Technology brand, a fully integrated software platform, has allowed for more efficient and safer use of our golf and utility carts in the golf and commercial/government industries.</p> <ul style="list-style-type: none"> - ELiTE Lithium: Zero maintenance, faster and more efficient charge, lower cost of ownership, 5-year battery warranty, better for turf due to lower vehicle weight. - AC Powertrain - Increased Efficiency, especially when it comes to hill climbing ability. - EX-1 Gas Engine - Best in class fuel economy, smooth and quiet ride, with more responsive acceleration. - PACE Technology - Optimizes operations by allowing full analysis on travel time, cart paths, cart user data and tracking. Additionally, our technology offers diagnostics of the vehicle. In commercial setting, PACE has the ability to be used as a advertising platform, interactive experiences, geofencing options to reduce carts leaving a designated area (i.e., keep in/out, speed reductions for safety, messaging from administration, etc.)
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We have partnered with Samsung to create our industry leading ELiTE Lithium battery. This battery technology reduces charge time and takes half the out-of-wall energy as a lead-acid golf cart. In addition, our EX1 gas engine provides best-in-class fuel economy and produces the lowest emissions of any golf car on the market. With both drivetrains – one of our marketing objectives is to communicate the "green" benefits to end customers and utilize these as a key feature.</p> <p>Additionally, our 2023 TSV Sustainability Report with further information on our green initiatives is uploaded to the documents section.</p>
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.	<p>Through our owned PACE Technology, we now have further capabilities of seeing golf and utility vehicle usage, milage accumulation, number of hours running, cart path, and efficiency. This allows customers to understand the usage of their golf and utility assets to ensure full efficiency or reduction needs to meet sustainability goals.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>E-Z-GO is the market leader in the golf cart and utility vehicles industry. With our proven ELiTE lithium batteries (partnered with Samsung), we can provide end users with a zero-maintenance solution that allows for opportunity charging when you need it the most. With the reduction in weigh due to the compact size of the battery, this allows for less damage to turf surfaces in all applications. Additionally, we offer our EX-1 gas engine that has best in-class fuel economy.</p> <p>Our Custom Solutions team has the capability to create a wide range of customized vehicles including specialty builds such as ADA wheelchair carts, ambulance utility vehicles, etc. Alongside our wide variety of product offerings, we have trustworthy dealers and distributors partners that will be there to support all customer needs. These attributes make E-Z-GO/Cushman a trusted partner for Sourcewell members.</p>
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	<p>We offer a variety of safety features that are either standard production items or can be added by our Custom Solutions department. A few of these options include seat belts, headlights, brake lights/taillights/turn signals, rear-view mirrors, left and right mirrors, horn, backup alarm, operator presence switch, slow moving vehicle sign, battery disconnect and lockout, fire extinguisher, back up camera, etc.</p>

47	Are your products equipped with GPS or telematics features or other route optimization options?	<p>All E-Z-GO and Cushman models are compatible with our internal Pace Technology GPS and telematics offerings. These are not currently standard on all vehicles but is an option for Sourcwell customers. This includes a screenless option called the Shield model or a 7" and 10" enhanced graphics screen.</p> <p>Pace Technology allows for customers to view golf and utility vehicle usage, milage accumulation, number of hours running, cart path, and efficiency. Additionally, Pace Technology offers additional safety features such as weather alerts, speed limit zones, pin code screen-based access, RFID readers, etc. Further information can be found at the following links:</p> <p>https://ezgo.txtsv.com/fleet/why-e-z-go/pace-technology https://www.cushman.txtsv.com/pace-technology</p>
48	Describe how your products positively contribute to environmental concerns such as air pollution.	<p>With our ELiTE lithium electric product lineup that spans across our E-Z-GO and Cushman, customers are actively choosing the alternative electric option that produces zero tailpipe emissions.</p> <p>Additionally, Textron Specialized Vehicles is dedicated to making a positive impact on the environment outside of just our product offerings. This has been achieved through reduction of GHG emissions and a focus on a sustainable supply chain. Further information can be found in the 2023 TSV Sustainability Report attached in the Documents section.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	Our payments terms are Net 30. We accept ACH payments, checks, and credit card payments.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Our commercial financing partner, Wells Fargo, has financing option that are available for both educational and governmental agencies. E-Z-GO has a designated Wells Fargo representative who works with end customers on financing documentation processes and procedures.	*
60	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.	At the time of transaction documents, we will provide an order form similar or equivalent to the attached that will show the selected golf or utility vehicle, warranty statement for the given vehicle, contract information, and signature authentication.	*
61	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, we do accept P-card procurement payment at no additional cost to the Sourcewell participating entity. The participating entity will need to state they are using the P-card prior to placing their order to ensure correct payment is marked.	*
62	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.	Our pricing model has been outlined in the documents upload section. We are proposing a discount off list price/MSRP that is a national pricing structure. All pricing to Sourcewell participating entities is not to exceed. This will be monitored and audited to ensure compliance with the pricing structure.	*
63	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.	Our proposed discount is discount off list price/MSRP for both the base vehicle and all listed corresponding accessories. This discount is as followed: <ul style="list-style-type: none"> - EZGO Expresses (EFI Gas) - 25% off MSRP - EZGO Expresses (ELiTE lithium) – 10% off MSRP - EZGO Liberty (ELiTE lithium) – 10% off MSRP - EZGO Liberty LSV (ELiTE lithium) – 10% off MSRP - EZGO RXV's (EFI Gas) - 25% off MSRP - EZGO RXV's (ELiTE lithium) – 10% off MSRP - EZGO Valors - 10% off MSRP - Cushman Shuttles (EFI Gas) - 25% off MSRP - Cushman Haulers (EFI Gas) - 25% off MSRP - Cushman Haulers ELiTE (ELiTE lithium) - 10% off MSRP - Cushman Shuttles ELiTE (Lithium) - 10% off MSRP - Cushman Tour LSV (ELiTE lithium) – 10% off MSRP - Cushman Hauler LSV (ELiTE lithium) – 10% off MSRP - Cushman Industrial Vehicles (Minute Miser, Stock Chaser, Tug 8K, and Titan XD 2 & 4-Passenger) - 10% off MSRP 	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Our contract pricing is very competitive in the marketplace. No additional rebate program will be offered. In the case of an opportunity with higher quantities or competitive landscape, we will take an additional discount percentage into consideration. This will be considered on a case-by-case basis.	*
65	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.	All our base vehicles and corresponding listed accessories will have a set discount off list price/MSRP. We will not be sourcing other products that would be considered or referred to as open market or non-standard options.	*
66	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.	The only item that will be listed as "open market" will be local distributor/dealer predelivery inspection, setup, and local delivery. This rate is determined by the dealer/distributor and will be added to the quotation provided. The rate will be determined on the extensiveness of setup/delivery but will be fair and reasonable.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight per unit will be an additional cost to the Sourcewell participating entity. Our freight rates are determined by the model of the vehicle and the state that it is shipping to. The current freight matrix for the United States and Canada is attached in the documents section for further review.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The published freight rate for each model and providence in Canada have been attached in the documents section.</p> <p>Our freight rates for Alaska and Hawaii are separate freight quotes from third-party logistic vendors. During the quotation process, the rate will be provided, and shipment will be arranged to the final destination. Please note, our distributor/dealer presence in Alaska is limited.</p>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The published freight rate matrix attached in the document section is what we primarily work off. For all shipments to other countries, outside of Canada, we can arrange shipment to a freight forwarder in the United Staes. At the point of pickup from the freight forwarder, the customer will be invoiced for the product purchases and any damages would be at the customer's expense.	*
70	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.	<p>As current contract holders, we will continue to send over our quarterly sales reporting to Sourcewell with all details specified. This will be sent from our internal point-of-contact after reviewing all documents submitted and verifying each sale.</p> <p>To ensure compliance is met for all Sourcewell customer sales, we run all sales through several checkpoints to ensure pricing is in alignment with contract specifications. At the time of ordering, the order is keyed internally with our SAP production system and specified as a "Sourcewell" contract sales. Once completed, this order will be tied to a sales order number and a serial number(s) within SAP and Salesforce to ensure easy access to each order. Details tied to this order include the customer's name, bill-to and ship-to addresses, Sourcewell member number, dollar amount of the sale, customer purchase order number, a copy of the quote, shipment information, and final proof of delivery. Should any further information or order details be needed by Sourcewell, we are able to provide.</p>	*
71	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.	<p>To ensure we have success with the Sourcewell contract, we would monitor the following internal metrics: Sales Volume, Model Types Sold, Subcategory of Sourcewell customer sold-to (i.e., K-12, Higher Education, etc.), and Sales Velocity.</p> <p>Currently, we complete internal audits with our Sourcewell contract to ensure we are meeting the sales goals set at the beginning of each year.</p>	*
72	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.	Textron E-Z-GO LLC proposes a 2.5% administrative fee on sales utilizing the Sourcewell Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing proposed for the Sourcewell contract is as good as pricing offered to other cooperatives and state contracts.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>We will be offering golf cars, utility vehicles, low-speed vehicles, personal transportation vehicles, beverage vehicles, and industrial vehicles. All models listed under both the E-Z-GO and Cushman brands will be available to Sourcewell customers.</p> <p>The below links will include further information and specifications on the full product offerings for E-Z-GO and Cushman:</p> <p>https://www.cushman.txtsv.com https://www.ezgo.txtsv.com</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>With our extensive offerings of Custom Solutions, we can reconfigure our golf car and utility platforms to meet customer needs. The following subcategories cover most offerings: golf course carts, utility vehicles, utility task vehicles, passenger shuttles, burden carriers, EMS ambulance carts, ADA wheelchair carts, welding vehicles, tuggers, parking enforcement cars, security cars, parts pickers, food and beverage solutions, range pickers, campus vehicles.</p> <p>Our Custom Solutions teams are able to add additional features to these subcategories to include safety features such as strobe lights, pedestrian warning lights, mounted fire extinguishers, PA systems, etc.</p>
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	Our engine types currently available include electric and gasoline.

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
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cushman Shuttles, Cushman Haulers, Cushman LSVs, E-Z-GO Expresses, E-Z-GO Expresses, E-Z-GO LSVs, E-Z-GO RXV, E-Z-GO Valor, E-Z-GO Liberty
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Parking Enforcement: Cushman Hauler with optional fully-enclosed cab.</p> <p>Patrol and EMS Solutions: Custom Solution package available for the Cushman Shuttle 2 model and Titan XD model</p>
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Passenger Shuttles: Cushman Shuttles, E-Z-GO Expresses</p> <p>Burden Carriers: Cushman Industrial (Titan XD)</p>
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable.
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Food and Beverage Solutions: Cushman Refresher models</p> <p>Athletic and Campus-Use Vehicles: All Cushman and E-Z-GO models.</p>

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](#) - MY25 MSRP Price Pages - Sourcewell.pdf - Wednesday September 04, 2024 22:53:52
 - [Financial Strength and Stability](#) - Textron 10K [Reduced] & Explanation Letter - Financial Statements.zip - Thursday September 05, 2024 08:44:31
 - [Marketing Plan/Samples](#) - Cushman Tri-Fold Brochure Example.pdf - Wednesday September 04, 2024 22:50:01
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Order Form Examples.zip - Thursday September 05, 2024 22:58:21
 - [Requested Exceptions](#) - Sourcewell RFP Redlines E-Z-GO.pdf - Monday September 09, 2024 12:19:43
 - [Upload Additional Document](#) - 2023 TSV Sustainability Report.pdf - Wednesday September 04, 2024 22:49:37
 - [Additional Document](#) - E-Z-GO and Cushman Freight_Rates - Updated JAN24.pdf - Thursday September 05, 2024 13:53:11

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. - Rocco Sica, Vice President, General Counsel, Textron E-Z-GO LLC

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 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Jan Balanay, Assistant Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY AMERICAN ASPHALT SOUTH, INC. FOR THE FISCAL YEAR 2024-25 ANNUAL SLURRY SEAL PROJECT AS COMPLETE

CEQA: Exempt
Recommendation: Approve

SUMMARY

On March 18, 2025, the City Council approved a contract with American Asphalt South, Inc. in the amount of \$1,182,734.45 for the Fiscal Year 2024-25 Annual Slurry Seal Project. The terms and conditions of this project have been complied with, and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$1,132,681.15. This amount reflects the original contract amount of \$1,182,734.45, minus quantity changes totaling \$50,053.30, or 4.2% less than the original contract amount.

It is recommended that the City Council accept all work performed by American Asphalt South, Inc. for the Fiscal Year 2024-25 Annual Slurry Seal Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$56,634.06.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the maintenance and repair of approximately 147 miles of roadway within the City. The Annual Slurry Seal Maintenance Program assists in extending the life expectancy of City streets and improves their overall appearance and safety. This program provides surface maintenance of all City streets and divides the City into eight zones, with one zone

being addressed each year. In addition, the City conducts street-by-street condition assessments to rank existing street surfaces and to prioritize major repairs, when needed. Updates to the plan are conducted regularly to ensure that the program is effective and to identify street segments with unusual wear and tear.

DISCUSSION

On March 18, 2025, the City Council approved a contract with American Asphalt South, Inc. for the Fiscal Year 2024-25 Annual Slurry Seal Project. The work encompassed approximately 17.9 miles of residential and arterial streets and included crack sealing; the application of an emulsified asphalt and sand coating, commonly referred to as slurry; and re-striping of street centerlines, stop bars, and pavement markers. This process protects the asphalt pavement surface from weather, restores skid resistance, and provides an aesthetic uplift to the street and surrounding neighborhood.

During the course of work, additional crack sealing, on Foothill Boulevard from Santa Anita Avenue to Fifth Avenue, was included to address safety concerns. Although additional tasks were included in the scope of work, some street sections did not require immediate rehabilitation. As a result, those segments were removed from the current project and deferred to the FY 2025-26 Pavement Rehabilitation Project, which resulted in less Type II Slurry Seal application. Below is a description of the contract change orders.

CCO#	Description	Amount
1.	Deletion (211 ELT) of Type II Slurry	(\$47,538.30)
2.	Deletion (100 ELT) of Type II Slurry - Alternate	(\$32,015.00)
3.	Additional Crack Sealing on Foothill Boulevard from Santa Anita Avenue to Fifth Avenue	\$29,500.00
Total:		(\$50,053.30)

The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. American Asphalt South, Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

This project is considered a Class 1 exemption as defined in Section 15301(c) of the California Environmental Quality Act, since the project consists of the maintenance of existing public streets and does not involve expansion of the existing use of the streets.

FISCAL IMPACT

Funds in the amount of \$1,320,000 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Annual Slurry Seal Project. The total cost for this Project is \$1,132,681.15. This amount reflects the original contract amount of \$1,182,734.45, minus quantity changes totaling \$50,053.30, or 4.2% less than the original contract amount.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by American Asphalt South, Inc. for the Fiscal Year 2024-25 Annual Slurry Seal Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$56,634.06.

Approved:


Dominic Lazzaretto
City Manager



PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 2, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Interim Principal Civil Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH AQUEOUSVETS LLC. FOR THE ION EXCHANGE (“IX”) ADSORPTION VESSEL SYSTEMS IN THE AMOUNT OF \$4,763,552.55
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for the daily operation of City wells and the water that is distributed to the community. Water quality samples are taken regularly to ensure optimal water quality. Recent water quality samples detected Per-and Polyfluoroalkyl Substances (“PFAS”) at the Peck Well and at two of the four Orange Grove Wells. Since the new Goldring Well is near Peck Well, it is likely that PFAS contaminants will also be present in the new Goldring Well. To address the PFAS contaminants at these wells, a treatment system known as an Ion Exchange (“IX”) Adsorption Vessel System is needed for each well. The IX systems contain resins that act like tiny magnets that attract and trap PFAS chemicals, allowing the water to be purified as it flows through. To ensure the City is receiving the highest quality of service and most competitive pricing for the Ion Exchange Adsorption Vessel Systems, the PWSD solicited a Request for Proposals.

Based on the evaluated proposals, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with AqueoUSVETS LLC. for the Ion Exchange (IX) Adsorption Vessel Systems, in the amount of \$4,763,552.55.

BACKGROUND

The US Environmental Protection Agency (“EPA”) describes PFAS as a group of man-made chemicals that have been manufactured and used in a variety of industries. PFAS can be found in products such as food packaging and commercial and household products, which often end up in groundwater and are toxic at relatively low concentrations, thus presenting a danger to both human health and the environment. Consequently, on April 10, 2024, the EPA established legally enforceable Maximum Contaminant Levels (“MCLs”) for PFAS contaminants in drinking water. Public water systems are required to monitor the PFAS MCLs and conduct ongoing compliance monitoring. If monitoring shows that drinking water levels exceed these MCLs, Public water systems must implement solutions that reduce PFAS by 2029. Although the EPA has recently extended the initial monitoring deadlines to 2027 for treatment of PFAS-related chemicals, Arcadia must still meet the same MCL requirements, and the need for the proposed project remains unchanged.

The PWSD regularly tests the drinking water from the supply wells to ensure its safety. Recent water quality sampling indicated that Peck Well had a PFAS level of 9.1 parts per trillion (“ppt”), which exceeds the Notification Level of 6.5 ppt. Peck Well was drilled in 1962 and has a pump capacity of approximately 3,600 gallons per minute. Peck Well is crucial to the City’s water system because it supplies over 40% of the groundwater to Zone 4. Construction of a treatment system for Peck Well is urgent to prevent Peck Well from being shut down.

Since the four Orange Grove Wells were identified as vulnerable sources to PFAS contamination, detection sampling was conducted at the four Orange Grove Wells. Two of the four Orange Grove wells tested positive for PFAS. As such, a treatment facility must be built to address the detected PFAS, which will serve to treat all four Orange Grove Wells. These wells are vital components of the City’s water supply and distribution system, as they are the City’s only supply source from the Santa Anita Subarea of the Raymond Groundwater Basin.

On November 17, 2020, the Arcadia City Council approved a new Joint Groundwater Production Well Agreement (“Agreement”) between the Cities of Arcadia and Sierra Madre. This Agreement was made to jointly design, construct, operate, and maintain a groundwater production well in the Main San Gabriel Basin, which will be located within the PWSD facility. During the design phase of the new Goldring Well, concerns arose about potential PFAS contaminants because PFAS had previously been

detected in the nearby Peck Well. On June 20, 2023, the City Council approved an amendment to Agreement to include PFAS treatment for the new Goldring Well to address PFAS.

The Ion Exchange (IX) Adsorption Vessel System is considered one of the best available technologies and has been approved by the State Water Resources Control Board's Division of Drinking Water for the removal of PFAS. Hundreds of IX Systems have been installed and proven successful for PFAS removal throughout California. Ion exchange is a cleaning process that works like a powerful magnet for PFAS. Water is pumped through vessels filled with exchange resins that attract and hold onto PFAS chemicals as the water flows through.

To keep costs at a minimum and address the anticipated long lead-time in procuring the IX Adsorption Systems, the PWSD is procuring the treatment systems separately. The installation of the IX Resin Adsorption Systems will be performed by a contractor using the Systems supplied by the City. This method will reduce the total project cost by eliminating a material price markup. Bid documents for the installation services will be prepared and a contract will be awarded at a later date.

DISCUSSION

On September 29, 2025, a Notice Inviting Proposals for the IX Adsorption Vessel Systems was published in accordance with City Council Resolution No. 7483, and Request for Proposal packages were provided to firms who provide these services. On October 21, 2025, the City Clerk received three proposals. Each proposal was evaluated and ranked based on experience, qualifications, quality of service approach, and cost. The results of the evaluation with each company's ranking and associated cost are listed below:

Rank	Company Name	Score	Cost
1.	AqueoUSVETS LLC.	95%	\$ 4,763,552.55
2.	EVOQUA	71%	\$ 4,978,040.97
3.	CalgonCarbon	40%	\$ 4,942,652.00

After careful review and consideration, it was determined AqueoUSVETS LLC. ("AV") is the most qualified to construct, test, and maintain the IX Adsorption Vessel Systems for the Goldring Well, Peck Well, and the Orange Grove Wells. AV submitted a detailed proposal that is tailored to the City's needs, with a design featuring lowest head loss and lowest overall height. The proposal includes one low-profile media

treatment system with Ion Exchange Resin for Goldring Well and two low-profile media treatment systems with Ion Exchange Resin for the Peck Well as well as the Orange Grove Wells.

AV has led the western US in PFAS applications and has been responsible for the design and installation of IX treatment systems for local municipalities and water agencies, such as Orange County Water District, San Gabriel Water Company, Montebello Land and Water Company, Pico Water District, City of Pico Rivera, California Water Services, Jurupa Community Water District, Monte Vista Water District, LADWP, and Golden State Water Agency.

ENVIRONMENTAL ANALYSIS

The proposed action of purchasing materials does not constitute a project under the California Environmental Quality Act ("CEQA") per Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

Funds in the amount of \$8,700,000 have been budgeted in the Fiscal Year 2024-25 CIP for the design and construction of a PFAS treatment system at Peck Well. The total cost for Ion Exchange Adsorption Vessel System for Peck Well is \$1,825,103.30. Sufficient funds will remain for the design and construction of the treatment facilities at this site.

Funds in the amount of \$7,000,000 have been budgeted in the Fiscal Year 2024-25 CIP for the construction of the new Goldring Well and treatment system. The total cost for Ion Exchange Adsorption Vessel System for Goldring Well is \$1,010,801.95. Sufficient funds will remain for the design and construction of the treatment facilities at this site.

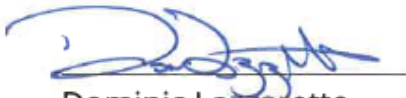
Funds in the amount of \$6,000,000 have been budgeted in the Fiscal Year 2025-26 CIP for the design and construction of the treatment system at Orange Grove Wells. The total cost for Ion Exchange Adsorption Vessel System for Orange Grove Well is \$1,927,647.30. Sufficient funds will remain for the design and construction of the treatment facilities at this site.

The City of Arcadia will be utilizing a total of \$11.3 Million of PFAS Settlement Funds (Dow Shell Settlement Fund and PFAS Settlement Fund) for the treatment of these wells. The remaining Settlement Funds will be used for the construction of the treatment systems.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with AqueoUSVETS LLC. for the Ion Exchange (IX) Adsorption Vessel Systems, in the amount of \$4,763,552.55.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
FOR THE ION EXCHANGE (IX) ADSORPTION VESSEL SYSTEMS
AT PECK WELL, ORANGE GROVE WELLS, AND GOLDRING WELL**

This Agreement is made and entered into as of _____, 20____ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 (“City”), and AqueoUSVETS LLC, a California Corporation, with its principal place of business at 16761 Clear Creek Road, Redding, CA 96001 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: **Ion Exchange Adsorption systems at Peck Well, Orange Grove Wells, and Goldring Well Project (hereinafter referred to as “the Project”)**.

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Four Million, Seven Hundred Sixty-Three Thousand, Five Hundred Fifty-Two Dollars and Fifty-Five Cents (\$4,763,552.55)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **TWO YEARS from the date execution**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability. **Consultant shall procure and submit evidence of insurance for at least five (5) years from the time that all work under this Agreement is completed.**
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement and delete any exclusion that may potentially delete coverage for the work to be performed (e.g. any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Contractors Pollution Legal Liability

The Consultant shall maintain Contractors Pollution Legal Liability covering all of the Consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of the Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events. The policy shall not exclude any hazardous materials for which there is exposure.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$5,000,000 per claim and \$10,000,000 in the aggregate (errors and omissions)
Contractors Pollution Legal Liability	\$5,000,000 each loss and \$10,000,000 in the aggregate for both sudden and accidental and gradual and continuous pollution events.

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of

recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted

to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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 \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Dorota McDermott**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Tiffany Lee

Interim Principal Civil Engineer

CONSULTANT:

AqueoUSVETS LLC.
16761 Clear Creek Road
Redding, CA 96001
Attn: Dorota McDerott, Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND AQUEOUSVETS LLC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARCADIA

AQUEOUSVETS LLC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director

Scope of Services

The Scope of Services for the Ion Exchange (IX) Adsorption Vessel Systems at Peck Well, Orange Grove Wells, and Goldring Well Project, shall include, but are not limited to the following:

PART 1 GENERAL**1.1 DESCRIPTION**

A. This section describes materials, fabrication, coating, initial load of virgin media, testing, delivery and installation of complete pre-engineered ion exchange resin (IX) adsorption vessel system described herein for the removal of PFOA and PFOS from groundwater.

1.2 PROJECT CONTENT

A. The project shall include, but not limited, to the following sections:

1. Adherence to the technical specification. The firm shall include an exceptions section and list any deviations from the technical specification and a reason for doing so.
2. Lead Time. Provide a schedule for the engineering submittals and manufacturing time after approved submittals in weeks.
4. General Arrangement Drawing. Provide a drawing of the given vessel size and mechanical design meeting the specification requirements.
5. Process & Instrumentation Drawing ("P&ID"). Provide a P&ID Drawing for one system with the specified instrumentation and upgrades defined in the specification to confirm compliance with the specification.
6. Pressure Drop Curve. Provide pressure drop curves for the given project parameters, considering hydraulic considerations and compliance with the maximum pressure drop requirements for each system below.
7. Computational Fluid Dynamic ("CFD") Modeling. Provide CFD Model with the listed project parameters of flow rate, vessel size and media volume with units of ft/sec to show proper flow distribution from the inlet distributor, through the media bed, and down through the underdrain.

1.3 WORK TO BE INCLUDED

A. At a minimum, the IX Resin System Supplier ("Supplier") shall be responsible for design, fabrication, assembly, and delivery of complete media systems including all mechanical components, vessels, inter-vessel manifold piping, and instrumentation described in this specification section. To avoid long lead times, the City plans to procure IX resin systems for all three facilities simultaneously. The supplier shall provide storage for the treatment systems for up to 12 months until on-site construction is completed and the facilities are ready for system installation.

B. Supplier shall provide the initial load of X cubic feet of virgin ion exchange resin or CETCO Fluoro-sorb® including installation into the media vessels.

	Goldring Well Plant	Peck Well Plant	Orange Grove Wells Plant
X (ft ³) per vessel	540-546*	480-483*	540-546*

*Volume ranges are given to allow rounding to the nearest supersack.

C. Each media system shall be comprised of the following basic components:

1. Two downflow adsorber vessels interconnected with manifold piping that allows for either series or parallel flow operation of the vessels.
2. Interior lining and exterior prime and finish coating.
3. Process and utility piping, valves, and accessories integral to operation of the two-vessel system.
4. Independent media fill and discharge piping with flush nozzles.
5. Vent and pressure relief piping.
6. Pneumatic connections for media transfers.
7. Nozzles required for caustic/acid disinfection of the media.
8. Pressure gauges.
9. Sample ports.
10. Spray nozzle for media vessel washdown.
11. Independent magnetic flow meters for each media vessel.
12. Seismic design of the vessel and manifold supports including definition of vessel anchorage requirements.
13. Technical submittals and operation and maintenance manuals as described herein.

D. Media Lines and Utility piping must come preassembled on the vessel for minimal assembly in the field.

E. The following work will be completed by the Contractor unless otherwise agreed between the Supplier and the Contractor:

1. Concrete foundation.
2. Leak testing and disinfection of systems prior to media fill.
3. Supply and installation of anchor bolts for foundation.

F. The following work will be completed by the Supplier on site.

1. Delivery of IX Resin Systems to site.
2. Supplier field technicians to offload, set, and assemble the treatment systems on the pad.
3. Furnish and installation of the media by slurry transfer. Any media startup flushing or backwashing.

G. The following work will be completed by the Owner.

1. Confirmation bacteriological testing of the vessels after initial disinfection by the Contractor. Subsequent re-tests will be at the Contractor's expense.

H. As an option for the project, a Rapid Small Scale Column Test ("RSSCT") for both of the Ion Exchange Resin Products and Fluoro-sorb to be included in the proposal. The RSSCT must be run for a minimum of 100,000 bed volumes to demonstrate efficacy, showing that the media will work with the site's water quality. Scope includes the media sample and the lab costs of the RSSCT to run the test and any analytical. A final report must be included outlining the results of the RSSCT. The water will be shipped and provided for the test to be run by the City of Arcadia.

1.4 ENGINEERING SUBMITTALS

A. Provide vessel specifications including design pressure, dimensions, capacity, underdrain, and upper distributor configuration.

- B. Provide Supplier's qualifications per 1.5 of this section.
- C. Provide media system process flow diagrams showing all valves, components, and instrumentation.
- D. Provide media system general arrangement drawing showing dimensions, weights, elevations and all nozzle locations. Label all valves, sample taps, and lines.
- E. Provide pressure drop information between influent and effluent manifold nozzles (without media) as designed for this project.
- F. Exterior finish coating color charts.

G. Shop Drawings

- 1. Catalog cuts for purchased components and details for manufactured components. Identify materials, surface preparation, and finishes. Include calculations of wall thickness for adsorber vessel.
- 2. Structural and seismic calculations for adsorber vessels, piping, manifold supports, and appurtenances. Include calculations for reactions at anchor bolts and selection of the size and number of bolts required. Calculations shall be prepared by a Civil or Structural Engineer licensed in the state of California.
- 3. Shop inspection procedure and schedule.
- 4. Plan and elevation AutoCAD .DWG or .DXF files.

H. Test Reports - The following test reports shall be provided:

- 1. Pressure test reports and certificates of inspection for each vessel in accordance with procedures for ASME pressure rating and ASME Boiler and Pressure Vessel Code. Reports shall be furnished not later than the time of delivery of the vessels.
- 2. Factory test and inspection reports regarding all factory-applied linings and coatings for adsorber vessels and piping per specification. Reports shall indicate that the linings and coatings have been applied in accordance with these specifications on surfaces receiving the specified preparation. Third Party testing records of film thickness and holiday testing shall be included. Reports shall be furnished not later than the time of delivery of the vessels.

I. Supplier's Installation Instructions - Prior to shipment of systems, Supplier shall submit:

- 1. Instructions for the field personnel on handling and installation of the systems.
- 2. All utility piping must be preassembled on the vessel before shipment. Only the inner head pipe and vessel outlet pipe that connect to the manifold shall ship loose for contractor assembly in the field.
- 3. Treatment systems shall be pre-fit at the manufacturing facility to ensure proper assembly before shipment. Photo evidence must be provided and as-built drawings for the contractor to complete installation in the field.

J. Media: IX Resin or Fluoro-sorb® 200

- 1. Prior to acceptance the submittal must include the following information:
 - a. Standard product datasheets
 - b. Temperature-specific media downflow pressure drop curves and Flushing or backwash bed expansion curves depending on the start-up requirements
 - c. NSF-61 certification
- 2. Prior to delivery of the media the supplier must submit the following information:

a. Start Up flushing requirements (20 bed volume rinse, if required).

Soaking and backwashing instructions (if required).

b. A list of site features and Owner activities required to support media delivery.

c. Any Certificate of Analysis (COA) on the lot of the media to show it meets the requirements of the cut sheet for provided media.

1.5 REQUIRED QUALIFICATIONS FOR MEDIA SUPPLIER

A. The Media Supplier shall include in their proposal documentation describing their IX resin supply and delivery experience and facilities. Sufficient information shall be provided to assure the Owner that the Supplier can fulfill its obligations under the contract.

B. The Media Supplier shall have had a delivery fleet and been responsible for slurry delivery of media for at least five years.

C. The Media Supplier shall not have delivered media contaminated with E. Coli bacteria within the past five years.

D. Media removal and loading operations shall be under the direct supervision of the Media Supplier's employee having a minimum of 10 years' experience in performing media exchanges.

1.6 REGULATORY REQUIREMENTS

A. The Supplier shall comply with all applicable regulatory requirements including, but not limited to, the following:

1. Occupational safety and health requirements of OSHA.

2. U.S. Department of Transportation requirements for transportation of the Media.

3. ANSI/NSF-61 certification of all components, media, and coatings in contact with the potable water. Materials accepted under NSF-61 such as Stainless Steel will be accepted. A system NSF-61 certification will not be accepted as a way to deviate from the specification requirements.

4. California lead-free requirements (AB 1953)

B. The Supplier shall obtain all necessary permits related to the manufacture, coating and delivery of the system at their own expense.

1.7 DESIGN CRITERIA

A. Seismic - The media systems shall be designed to meet current California Building Code seismic requirements.

B. Anchorage: Design the media systems and the associated supports and anchor bolts to support the equipment per CBC, Section 1613 and ASCE 7-10, Chapters 13 and 15

C. Seismic design criteria for Project Site

1. Occupancy Category: III.

2. Importance Factor: 1.50.

3. Seismic Design Category D.

4. Ss: 0.609

5. S1: 0.254

6. SDS: 0.533

- 7. SD1: 0.320
- 8. SMS: 0.799
- 9. SM1: 0.481
- 10. Fa: 1.313
- 11. Fv: 1.892

E. Wind Design shall conform to the CBC:

- 1. Risk Category: III
- 2. Wind Velocity: 115 mph
- 3. I: 1.0
- 4. Kd: 0.95
- 5. Exposure Category: C
- 6. Kzt: 1.0
- 7. G: 0.85
- 8. Kz: 0.94
- 9. Kh: 0.94
- 10. qz: 30.2 psf
- 11. Cf: 0.6

F. Functionality

- 1. The equipment and all components shall not undergo loss of their intended function after application of the Design Earthquake Motions.
- 2. The Design Earthquake Motions shall be represented by the Design Response Spectrum (Figure 16-3) of the UBC and modified by multiplying the spectral accelerations by the Importance Factor, I = 1.50.

G. Hydraulic Capacity - The media system shall be designed for a nominal flow rate listed in the table below.

	Goldring Well Plant	Peck Well Plant	Orange Grove Wells Plant
Site Total Flow Rate	2000 gpm	3,600 gpm	4,000 gpm
Flow rate (gpm) per vessel or lead-lag system	2000 gpm	1,800 gpm	2,000 gpm

H. Media Capacity - Each adsorber vessel shall be designed to hold and operate with X cubic feet of media per the table in 1.3 B. Where this specification makes reference to a full load of media it shall be understood to mean volume from table 1.3 B.

I. Each adsorber vessel shall allow for a 30% minimum expansion from the bottom of the inlet distributor for potential backwashing within the vessel to prevent media from

J. Pressure Drop – Total pressure drop across the two vessels in series shall be limited to 29 psig (with media) at a flow rate of 2,000 gpm clean head loss.

K. System Size - Adsorber vessel outside diameter shall be 12' nominal. The overall height shall not exceed 15 feet from the bottom of the support structure to the uppermost portion of the vessel and piping. A low profile design may be required to meet the overall height.

L. Adsorber Vessel Support – Each adsorber vessel shall include four support legs coped to the bottom head. The manifold piping valve tree shall include an independent support stand. The systems shall be anchored to a concrete foundation constructed by the Contractor. Non-shrink grout, one-inch thick, will be placed between the system and the foundation slab.

M. System Design and Operating Pressure - Adsorber vessels, piping, valves, and appurtenances subject to internal pressure during normal operation, backwashing (reverse normal water flow direction), or media filling or removal shall be designed, rated, and constructed for a working pressure of not less than 125 psig at 65°C (150°F) for the Peck Well and Goldring Well Sites and not less than 100 ps at 65°C (150°F) for the Orange Grove Wells Site. Normal operating pressure on the inlet connection to the system is expected to be between 40 and 70 psig. Available pressure for backwashing will be at least 30 psig at the effluent nozzle.

N. System Design Orientation - The pair of adsorber vessels shall be aligned along a common centerline. The orientation of vessel appurtenances shall be as shown in the drawings. The maximum overall length from the outside of the first vessel to the outside of the last vessel shall be as shown in the drawings. The media system influent, effluent and backwash out valve tree nozzles shall be oriented as required to accommodate the site yard piping at each of the well sites.

1.8 MODES OF OPERATION

A. Media Adsorption: The media systems shall be designed to allow operation in parallel or series and for the lead/lag order of the vessels to be reversed.

B. Media Backwashing (if required): The vessels shall be capable of operating in a backwash mode using water from the distribution system and/or water treated by the second vessel in the system.

C. Media Removal and Replacement: The media system shall be designed and constructed to allow each adsorber vessel to be isolated from the other vessel for removal of spent media while one vessel remains in operation. Removal shall be accomplished by pressurizing the vessel with compressed air to displace the spent media into an empty shipping container or trailer. The bottom of the adsorber vessel and media slurry piping shall be designed to allow complete removal of spent media from the adsorber vessel and piping.

1.9 WARRANTY

A. The Supplier shall warranty the media against the following conditions occurring within one month of the vessel entering service:

B. The Supplier shall warrant against any coliform bacteria or greater than 500 CFU/ml of HPC bacteria being detected in the vessel intermediate or effluent sample ports.

PART 2 MATERIALS

2.1 ALLOWABLE SUPPLIERS

A. The system shall be manufactured by Evoqua Water Technologies, Calgon Carbon Corporation, AqueoUS Vets, or approved equal. The systems shall be supplied as a complete and integrated package.

B. Suppliers shall have furnished at least five similar 2-vessel IX resin systems with 12-foot diameter external ring header vessels for a municipal application within the past five years in California. Suppliers other than those listed above must provide a project list for the past five years, including reference contact information, prior to bid submittal to be approved to bid.

C. Contractor's shall not be allowed to source individual components from one of the listed suppliers to self-assemble the media vessel systems.

2.2 ALLOWABLE IX RESIN PRODUCTS AND ALTERNATIVE METHOD OPTION

A. General: Media of sufficient volume to fill the bed depth with sufficient freeboard shall be provided and installed within each pressure adsorbing vessel.44

B. Standard IX Resin Specification:

1. The IX resin for the initial fill shall be virgin and manufactured by a resin manufacturing facility from the below products.
2. The resin shall be in accordance with NSF Standard 61. The IX resin shall be one of the following:
 - a. Dupont PSR2+
 - b. Purolite PFA694E
 - c. No approved equal with be accepted
3. The IX resin shall conform to the following specifications:
 - a. Type: Strong base anion.
 - b. Particle diameter:
 - i. Dowex PSR2+: 700 + 50 μm , percent less than 300 μm : <1.
 - ii. Purolite PFA694E: 675 + 75 μm .
 - c. Uniformity Coefficient:
 - i. Dowex PSR2+: < 1.1.
 - ii. Purolite PFA694E: <1.3.
 - d. Water retention capacity:
 - i. Dowex PSR2+: 25 to 35 percent.
 - ii. Purolite PFA694E: 25 to 45 percent.
 - e. Bulk density:
 - i. Dowex PSR2+: 43 lb/ft³.
 - ii. Purolite PFA694E: 40.6 – 43.8 lb/ft³.
 - f. Specific gravity:
 - i. Dowex PSR2+: 1.07 g/mL.
 - ii. Purolite PFA694E: 1.05-1.07 g/mL.
4. IX resin analysis: The delivered resin shall be accompanied by an analysis sheet certifying compliance with these Specifications.
5. Prerinse – A prerinse option must be given as a separate price as outlined on the bid form to satisfy the 20 bed volume rinsing requirement for NSF-61.

C. Standard CETCO Fluorosorb® Specification:

1. The Fluoro-sorb® for the initial fill shall be virgin and manufactured for the below manufacturing facility.
2. The Fluoro-sorb® shall be in accordance with NSF Standard 61. The media shall be the following:
 - a. CETCO Fluoro-sorb® 200
3. The Fluoro-sorb® shall conform to the following specifications:
 - a. Specific Gravity of 1.76, ASTM C604
 - b. Pour Bulk Density of 46.2 lb/ft³

c. Permeability 2.1×10^{-3} cm/s, ASTM D2434

d. % Passing No. 18 (1.0 mm) Sieve < 91%, ASTM C136

e. % Passing No. 40 (0.42 mm) Sieve < 11%, ASTM C136

2.3 SYSTEM COMPONENTS

A. The systems shall be shipped to the job site in the least number of pieces permissible for transportation. The system must be prefilt before shipping to the job site to ensure proper assembly.

2.4 ADSORBER VESSELS

A. Adsorber vessels shall be vertical, cylindrical pressure vessels with 2:1 elliptical head and bottom. Dished top and bottom heads will not be allowed. Straight side lengths shall be sufficient to allow for expansion of the media bed during backwash. Vessel bottoms and appurtenances shall be designed for complete removal of spent media and even distribution of treated water. Vessels shall be designed, constructed, tested, certified, and stamped in accordance with the most recent revision of the ASME Boiler and Pressure Vessel Code, Section VIII. The vessel shell shall be constructed of SA-516 Grade 70 pressure vessel quality carbon steel plate. Vessels shall be provided with all necessary supports, baffles, and accessories required to support and contain the media.

B. The vessels, system piping, and all other shop assembled appurtenances of the system shall be reinforced and supported with structural members as required such that the assembled components can be transported and off-loaded without distortion. The components shall be provided with lifting lugs to enable setting the equipment on a concrete foundation with a suitable capacity crane. System supports shall be designed and drilled for installation and anchoring to a concrete slab. Structural components shall conform to ASTM A 36 specifications.

C. Vessel Access: A minimum of two accessways shall be provided on each vessel. One accessway on the top head shall be 14-inch by 18-inch minimum elliptical, equipped with a stainless-steel chain to prevent the cover from falling. The second manway shall be located on the side shell near the bottom but above the underdrain system. The manway shall be a minimum of 24 inches in diameter, circular. The manways shall be sized to accommodate the repair and/or removal of the largest single internal component. Removable davits or hinge system shall be provided to support the 24-inch manway cover when opened or removed from the vessel.

D. Vessel Nozzles: Each vessel shall be provided with a minimum of the following nozzles:

1. Minimum 8-inch-diameter raw water inlet.
2. Minimum 8-inch-diameter treated water outlet.
3. Minimum 4-inch-diameter inlet for loading media.
4. Minimum 4-inch-diameter outlet for removing spent media.
5. A 2-inch-diameter potable water connection above the media bed with spray nozzle for media wash-down during exchange.
6. Three 2-inch-diameter sample taps through the vessel shell for intermediate bed sampling.
7. A combination air and vacuum release valve installed at the high point of the vessel.
8. A pressure-relief valve to prevent the vessel from exceeding maximum operational pressure.
9. Pneumatic connections for media loading and unloading.
10. Nozzles in the underdrain and media fill line suitable for use during caustic/acid disinfection of loaded media.

E. Sample Taps: Three intermediate bed sample taps shall be provided along the vertical shell of each adsorber vessel. Taps shall consist of 2-inch flanged nozzles with 3/4-inch diameter Type 316L stainless-steel probes extending 1 foot inside the vessels. At the end of the probes shall be 4 inches of Type 316L stainless steel wound 0.01-inch opening well screens or slots designed to allow withdrawal of water and retainage of media. The probes shall be removable from outside the vessel. In each vessel there shall be three taps located at 25, 50, and 75 percent of the media bed depth. Sample outlets, without probes, shall be located in the inlet and outlet piping of each vessel.

F. Underdrain System

1. The underdrain shall be of the external header / septa type. Internal cone and Header Lateral underdrains will not be accepted.
2. The underdrain system shall provide the following performance, design, and materials criteria:
 - a. A design flow rate of 2,000 gpm per vessel in normal operating mode.
 - b. A design backwash rate of 400 to 1,500 gpm.
 - c. The minimum screened area of the underdrain shall be 7.85 ft².
 - d. All stainless-steel threaded connections shall be made with teflon tape to facilitate future removal.
 - e. Design shall facilitate media change-out.
 - f. The underdrain shall be designed such that, following initial backwashing to remove fines, the media will be retained by the bottom underdrain screens when the vessel is in normal operation.
 - g. Underdrain designs utilizing plastic or FRP pipe, plastic distributors, sand, gravel, and concrete will not be accepted.
 - h. All underdrain material internal to the adsorber vessel or in contact with media (including septa) shall be 316L stainless steel.
 - i. Underdrains shall be designed to withstand the weight of the media bed in a flooded state.
 - j. External header shall be 8-inch carbon steel Sch 40 pipe and fittings.
 - k. Eight externally removable vertical septas shall be equally spaced in the bottom head of the media vessel.
3. Distributor Upper: The upper distributor shall meet the following criteria:
 - a. The upper distributor shall be designed to distribute the water flow evenly across the media bed and to allow for the free passage of accumulated media fines to waste while not plugging during backwash. The upper distributor open area shall be at least 1.5 times that of the underdrain system.
 - b. All upper distributor material internal to the adsorber vessel shall be 316L stainless steel.
 - c. The distribution point(s) shall be located near, but not closer than 3 inches to the upper head.
 - d. All support structures shall be fabricated of 316L stainless steel, use bolting rather than "band-it" banding, and shall support the weight of any additional attached internal fixture such as the spray nozzle.

2.5 LINING

A. The interior of the vessel and all interior carbon steel internals shall be properly coated with: Plasite 4110 to a minimum/maximum dry film thickness of 35/45 mils respectively and per Plasite Bulletins PA-3 and

PA-4,000 and instructions; or Sherwin Williams SherPlate PW to a minimum/maximum dry film thickness of 40-60 mils or an approved equal. Interior lining must be certified to NSF/ANSI Standard 61 for direct potable water contact.

B. The surface preparation (after grinding all welds and sharp edges smooth/radiused), and lining application including testing shall be certified by an independent third-party Inspector selected and paid for by the Supplier.

C. Surface Preparation:

1. Degrease surfaces prior to sandblasting to completely remove dirt, grease, oil, etc.
2. Sandblast to SSPC-SP5 White Metal using a venturi blast nozzle at 100 psi minimum.
3. The degree of blast profile shall be a minimum of 4 mils.
4. Remove all traces of grit and dust and imbedded abrasives with a vacuum cleaner.
5. Third Party Testing shall be done to how compliance of the blast profile.

D. Lining inspection shall include:

1. General Appearance: film shall be free of runs, sags, orange peel, pinholing, fish-eyes, overspray, trash in the film and voids.
2. Film thickness shall be determined using a Micro test thickness gauge as manufactured by KTA-Tater, Inc. or functionally equivalent non-destructive dry film thickness gauge for use on protective coatings with an accuracy of $\pm 5\%$, and which has been properly calibrated.
3. Discontinuity void testing shall be performed using a voltage detector Midel AP-W as manufactured by Tinker and Rasor (San Gabriel, CA). Void testing shall only be performed after all interior manifold piping and other internal equipment has been completely installed.
4. The Supplier shall pay for all of the above coating testing and any required re-testing of the lining prior to shipment.
5. Detailed requirements for lining inspection shall be as further described in Carboline Bulletin PA-3.

E. At the Owner's cost and discretion, additional void testing may be conducted at the project site after delivery. Any voids or cracks found will be repaired and retested by the Supplier, at his expense.

2.6 PROCESS AND UTILITY PIPING

A. General

1. All pipe which will operate under pressure shall be properly tied or blocked, restrained, and supported at all fittings where the pipe changes direction, changes size, or ends, using suitable anchors. Exposed pipe shall be installed in straight runs parallel to the axis of the structures or equipment. Pipe runs shall be horizontal and vertical except that gravity drain lines shall be pitched down in the direction of flow not less than 1/8 inch per foot.
2. Piping shall be made up with a sufficient number of unions, flanged joints, grooved end joints, or flexible couplings to permit ready breaking of lines as necessary for inspection and maintenance and to allow for expansion and contraction and general flexibility.
3. Pipe and fittings shall be assembled so there will be no distortion or springing of the pipelines. Flanges, unions, flexible couplings, and other connections shall come together at the proper orientation. The fit shall not be made by springing any piping nor shall orientation or alignment be corrected by taking up on any flange bolts. Flange bolts, union halves, flexible connectors, etc., shall slip freely into place. If the proper fit is not obtained, the piping shall be altered to fit.

4. Piping shall be designed for a maximum liquid velocity of 6.5 fps unless otherwise noted. Supplier shall submit calculations to verify that requirements for maximum head loss and velocity are met with the proposed piping design. Noise generation shall be a consideration in the selection of size for pipe and valves.

5. Exceptions to the maximum velocity requirement may be permitted on relatively short piping runs where the treated water line can serve as the backwash inlet and where the raw water line serves as the backwash outlet.

6. Pipe shall be fusion-bonded epoxy coated and lined or liquid epoxy coated or Powder coated as described below unless otherwise indicated in this specification. The coating material shall be compliant with ANSI/NSF-61.

a. For fusion epoxy-lined and coated steel pipe, the coating material shall be a 100 percent powder epoxy applied in accordance with ANSI/AWWA C213. The coating shall be applied using the fluidized bed or electrostatic spray process. Coating DFT = 16 mils, Scotchkote 134 (electrostatic) or 206N (fluidized bed), or equal, applied in one coat.

b. For liquid epoxy-lined and coated steel pipe, the coating material shall be liquid epoxy applied in accordance with ANSI/AWWA C210. The coating system shall consist of one coat of a two-part chemically cured inhibitive epoxy primer, and one or more coats of a two-part chemically cured epoxy finish coat for a total DFT = 16 mil. TNEMEC Epoxoline Series 141, Carboline Carboguard 891, Scotchkote 134 or equal.

c. Process pipe will be lined with Scotchkote 134 (16 mils). Process pipe will be coated with Sherwin Williams Epoxy Power Primer (8-12 mils) and Sherwin Williams Superdurable Polyester TGIC Power topcoat (2-3 mils) per manufacturers recommendation.

7. Apply topcoat to exterior of fusion epoxy-lined and coated steel pipe to match color of vessel.

B. Piping 4 Inches and Smaller

1. Unless otherwise specified, piping shall be Schedule 40 black carbon steel conforming to ASTM A 53, Grade B, Type E or S, or ASTM A 135.

2. Fittings shall be flanged, screwed, or grooved-end.

C. Piping Larger Than 4 Inches

1. Unless otherwise specified, piping shall be Schedule 40 black carbon steel conforming to ASTM A 53, Grade B, Type E or S.

2. Fittings shall be flanged or grooved-end.

D. Air Piping 2 Inches and Smaller

1. Unless otherwise specified, piping shall be Schedule 40 black carbon steel conforming to ASTM A 53, Grade B, Type E or S. Pipe sizes < 2" shall be galvanized carbon steel.

2. Fittings shall be screwed, welded, or flanged.

E. Media Exchange piping shall be 4 inches in diameter and constructed of one of the following:

1. Piping shall be Schedule 10 316L stainless-steel pipe conforming to ASTM A 312 with 316 fittings.

2. Fusion bonded epoxy lined and coated schedule 40 carbon steel conforming to ASTM A 53, Grade B, Type E or S.

F. Vessel influent and media fill piping shall be side or top entry provided that the overall vessel height requirement is met.

A. Flanges and flanged fittings shall conform to ANSI B16.5.

1. All fasteners shall include washers under both bolt head and nut.
2. Bolts, nuts and washers for joining hardware and flanges constructed of materials other than stainless steel shall be carbon steel conforming to ASTM A307, Grade B with ASTM A563A nuts and ASTM F436 washers. Hardware shall be hot dip galvanized in accordance with ASTM F2329.
3. Fasteners for joining stainless steel hardware and flanges shall be Type 304 or 316 stainless steel per ASTM A320 or ASTM A193; nuts shall be 304 or 316 stainless steel per ASTM A194 and washers shall be ASTM F436 Type 3.
4. Gaskets shall be full face or ring-type, 1/16- to 1/8-inch thick for piping shall be one of the following nonasbestos materials:
 - a. Cloth-inserted rubber. Products: Manville 109, John Crane Co. Style 777, or equal. Gaskets shall be suitable for a pressure of 350 psi at a temperature of 82°C (180°F).
 - b. Acrylic or aramid fiber bound with nitrile. Products: Garlock "Bluegard," Klinger "Klingersil C4400," or equal. Gaskets shall be suitable for a water pressure of 500 psi at a temperature of 204°C (400°F).
 - c. EPDM/EPT elastomer gasket material in accordance with ASTM D 2000, SAE J-200, BA-CA-DA. Gaskets shall be suitable for a pressure of 350 psi at a temperature of 82°C (180°F).
5. Flanges at site piping interface connection points shall be AWWA C207 Class D or ASME B16.5 Class 150 flat face flanges.

B. Threaded fittings shall be Class 300, malleable iron conforming to ANSI B16.3 or forged steel fittings conforming to ANSI 16.11.

C. Flexible couplings (if used) shall be as follows:

1. Steel couplings, Dresser Style 38, Smith-Blair Type 411, Baker Series 200, or equal.
2. Bellows-type flexible expansion joints shall be Proco Style 240 with EPDM liner and cover or equal. Bellows-type joints shall incorporate stainless steel flanges to provide reliable sealing at the system design pressure.

D. Grooved-end couplings shall be flexible type, square cut groove, per AWWA C606. Couplings shall be Victaulic Style 77, Gustin-Bacon Figure 100 or equal. Grooved end coupling shall not be used within the adsorber vessels. Bolts and nuts shall be Type 316 stainless steel.

E. Butt-welded steel fittings shall be carbon steel pipe of the same wall thickness as adjoining pipes conforming to ASTM 234 WPB and ANSI B16.9. Welds shall be in conformance with AWWA C206.

2.8 PROCESS VALVES

A. General

1. The Supplier shall furnish all valves as called for in these specifications, or as required for proper operation of the equipment in general. Valves shall be manufactured by a Manufacturer whose valves have had successful operational experience in comparable service.
2. Wherever stainless steel is specified in this section, it shall be Type 316 or Type 304 unless otherwise specified. Where dissimilar metals are being bolted, stainless-steel bolts shall be used.
3. The Supplier shall furnish all incidental materials necessary for installation of the valves such as flange gaskets, flange bolts, nuts and washers, and all other materials required for the complete installation.

4. The centerline of manually operated valves shall be located not more than 5. feet above the foundation level and shall be provided with handwheels. Valves over 5 feet to centerline shall be rolled toward the operating side to make the handwheel more accessible to an operator of average height. Valves shall be installed in all cases so that handles clear all obstructions when moved from full-open to full-closed position. All aboveground valves shall have a valve position indicator arrow to determine if the valve is open or closed.

B. Butterfly Valves

1. Butterfly valves shall be one-piece wafer type or short body, flanged type, conforming to AWWA C504, Class 150B. Minimum working differential pressure across the valve disc shall be 150 psi. Flanged ends shall be Class 125, ANSI B16.1. Valve shafts shall be Type 316 stainless steel journals and static seals. Valve shafts shall be stub shaft or one-piece units extending completely through the valve disc. Materials of construction shall be as follows:

Component Material Specification

<u>Component</u>	<u>Material</u>	<u>Specification</u>
Body	Cast iron or ductile iron	ASTM A 48, Class 40, ASTM A 126, Class B; or ASTM A 536, Grade 65-45-12
Exposed body capscrews and bolts and nuts	Stainless steel	ASTM A 276, Type 304 or 316
Discs	Cast iron ductile iron, or Ni-Resist	ASTM A 48, Class 40; ASTM A 536, Grade 65-45-12; ASTM A 436, Type 1; or ASTM A 126, Class B
Disc fasteners, seat retention segments, and seat fastening devices	Stainless steel	ASTM A 276, Type 304 or 316
Seat material	Buna-N	--

2. Where the rubber seat is applied to the disc, it shall be vulcanized to a stainless-steel seat retaining ring which is clamped to the disc by Type 304 or 316 stainless-steel screw fasteners. The valve seat shall be secured to or retained in the valve body.

3. Valves shall be Pratt, DeZurik, Bray or approved equal.

4. Manual actuators on valves 6 inches and larger shall be gear actuators with handwheels. Manual operators shall be designed in accordance with AWWA C504 and shall have a disk position indicator designating the opened and closed position of the valve.

C. Ball Valves

1. Valves in media exchange piping and sample probe lines shall be full-bore stainless steel. Bodies, balls, and stems shall be Type 304 or 316 stainless steel. Seats shall be R-PTFE, and stem seals shall be R-PTFE or Viton.

2. Valves for carbon steel piping, including flush connections, pressure gauges, and compressed air connections shall meet the following requirements unless otherwise noted in this section. Valves shall be stainless steel, bronze, forged brass, or barstock brass body rated for 500 psi at 38°C (100°F). Seats and seals shall be Teflon.

D. Check Valves: Check valves 2.5 inches and smaller shall be Class 200, wye pattern, bronze body, swing check valves with screw ends. Valves shall be Crane, Kennedy, Milwaukee, or equal.

E. Combination Air Valves: Valves shall have an operating pressure of 200 psi, with 2-inch screwed or flanged fitting. Valves shall be APCO, Val-Matic, or equal.

F. Adsorber Pressure Relief: Adsorber vessel pressure relief shall be designed to protect against overtemperature expansion while isolated from the system and from extreme system pressure excursions. The pressure relief system shall consist of one or more pressure-relief valves sized to maintain a pressure less than the maximum allowable working pressure at a flow rate of 1,000 gpm. Valve shall be Class 125, cast iron body, and bronze main valve trim. Valve shall be Cla-Val Clayton 50 01 BKH, or equal. Burst discs will not be accepted.

G. Valve Tags – All valves shall include a corrosion and UV resistant tag securely wired to the operating handle. The tag shall include a unique valve tag number corresponding to the Supplier's process flow diagram.

2.9 FLOW METERS

A. Each vessel shall be equipped with a flow meter consisting of a sensor and transmitter capable of measuring flow in the forward direction and backwash flow in the reverse direction.

B. Flow indicators shall be mounted in a location visible to operators and shall include a sun-cap or sun-shade designed for continuous exposure to direct sunlight, durable, and sufficient to protect the indicator screen from sunlight.

C. Siemens Sitrans FM with Mag 5000 Transmitter or Approved Equal

2.10 MISCELLANEOUS

A. Spray Nozzle: Spray water piping for washdown of the vessel during and after spent media transfer shall extend to a spray wash nozzle in the top dish of each vessel. This line shall be provided with a 2-inch ball valve and 2-inch cam-lock adapter located at an operable elevation. A full cone spray nozzle will be installed in the top dish. The spray water piping shall include a tee and a second ball valve located downstream of the check valve to facilitate manual air release from the vessel.

B. Flush Connections: Stainless steel flush connections shall be provided on each spent and fresh media line downstream of the ball valve and at the spray nozzle supply line. Flush connections shall consist of a short section of 3/4-inch pipe, and a 3/4-inch full port ball valve and 3/4-inch quick disconnect adapter (Chicago Fitting) to match water hose fittings.

C. Pressure Gauges: The vessel manifold piping shall be equipped with pressure gauges to indicate the pressure of water entering and exiting each vessel. Connection size shall be 1/2 inch. Range shall be 0-100 psi with an accuracy of 1 percent of full range. Gauges shall not be less than 4-1/2 inches in diameter. Pressure gauge assemblies shall be isolated from process piping with a 1/2-inch bronze ball valve. Gauges shall have stainless steel or bronze bourdon tube and be fitted with shatterproof glass. Gauges shall be manufactured by Ashcroft, Crosby, Marshalltown, Marsh, or equal.

D. Transfer Hose Connectors: The media slurry piping shall be fitted with hose connectors, such that media transfer to and from the adsorber vessels can be facilitated with transfer hoses. These connectors shall be

4-inch quick disconnect (cam-lock) adapters constructed of 304 stainless or aluminum as manufactured by OPW Division of Dover Corporation as Kamlok Part No. 633-F or equal equipped with dust caps.

E. Sample Piping

1. The following sample taps shall be provided as a minimum:
 - a. Influent water to each adsorber vessel.
 - b. Treated Water from each adsorber vessel.
 - c. Media intermediate taps at the 25, 50, and 75 percent bed depth point on each vessel.
2. The sample piping shall be 1/2-inch-diameter stainless steel tubing with 1/2-inch diameter stainless steel ball valves.

2.11 PAINTING AND COATING

A. The exterior of the vessel, supports, piping (including air vent piping) and appurtenances shall be coated with a 2-part catalyzed epoxy primer followed by a urethane topcoat

B. All surfaces shall be prepared for coating in accordance with SSPC SP-6

C. Prime Coat: Apply 4 – 6 mils dry film thickness of a rust inhibitive 2-component epoxy coating with a minimum solids content of 66 percent by volume. Products shall be Ameron 385, Carboline 893, Tnemec 69, or equal.

D. Finish Coat: Apply 2 – 4 mils dry film thickness of a two-component aliphatic acrylic polyurethane coating with a minimum solids content of 58 percent. Products shall be Ameron Amerishield, Carboline 134 HS, Tnemec 74, or equal.

E. Surfaces Not to be Coated: Aluminum, brass, bronze, copper, plastic, rubber, or stainless steel. Grease fitting, nameplates, or serial numbers.

F. Any galvanized piping used on the media vessels shall be painted to match.

G. The color shall be selected by the Owner. No supplier logo shall appear on the vessels without approval of the Owner.

PART 3 EXECUTION

3.1 OWNER OVERSIGHT

A. The Owner reserves the right to visit all fabrication facilities and perform independent inspections of materials and coatings at any time during the fabrication period. Such visits and inspections shall be at the Owner's expense but will not result in any additional compensation to the Supplier.

3.2 DELIVERY

A. All vessel openings, including manways and nozzles, shall be securely covered in the factory prior to shipment to prevent the entrance of debris and animals.

3.3 INSPECTION

A. The Owner may retain the services of an independent, third-party testing entity to inspect the linings and coatings of the vessels once they arrive on-site. The supplier shall provide all materials, labor and equipment necessary and bear all costs associated with repair of the linings and coatings if holidays or other defects are identified during the inspection.

3.4 INSTALLATION

A. Installation of the media systems and related appurtenances shall be performed by the Supplier and will be in accordance with the Supplier's drawings, instructions, and recommendations.

3.5 START-UP SERVICES AND TESTING

A. The Supplier shall include one (1) 4-hour site visit trip (travel time shall be included in bid, but not counted towards 4 hours) for each site receiving media vessels to verify proper installation of the vessels. Field visits shall be by a person knowledgeable about the design, construction, and proper installation of the systems.

3.6 DISINFECTION

A. The interior of the vessels and manifold piping shall be free of debris when received at the job site. The equipment shall be in a condition to be immediately pressure tested and disinfected without cleaning or extensive flushing required.

B. Disinfection of the vessels and manifold piping shall be by the Contractor unless otherwise agreed between the Supplier and the Contractor.

C. The media vessels and manifold piping shall be disinfected per the requirements of Section 33 13 00 and shall follow the procedures in AWWA C652, Chlorination method 1 or an alternate method approved by the Owner.

D. Each vessel shall be sampled and tested for coliform and HPC bacteria after disinfection. Media shall not be loaded into the vessels until non-detect results are achieved.

E. The supplier shall be responsible for as many disinfection cycles as are necessary to obtain non-detect coliform results.

3.7 DELIVERY AND INSTALLATION OF MEDIA

A. Following disinfection (by Supplier or Contractor) of the media vessels, each adsorber vessel shall be filled with full load of virgin media in accordance with these specifications.

B. Total coliform and HPC test results following disinfection of the empty vessels will be made available to the Supplier. Should the supplier wish to independently confirm the bacteriological quality of the water in the vessels or in the City's water supply, it shall be at their own expense.

C. It is the responsibility of the successful firm to provide all equipment and labor necessary to deliver and unload the Ion Exchange Resin (IX) Adsorption Vessel Systems to the City job sites.

Successful firm(s) must be capable of delivering required material on business days (Monday through Friday) between the hours of 7:00 am and 3:00 pm, except legal holidays. If material is delivered, the delivery slip/bill of landing must be signed and received by an authorized City employee. It is the responsibility of the Vendor to coordinate with the City the delivery date and time and to provide an opportunity for the City to inspect the materials for damage incurred during transit as well as for non-conformance to the specifications prior to receiving. The City of Arcadia will not be financially responsible for any materials or goods that do not bear an authorized readable City employee signature.

Delivery schedule will be considered as evaluation criteria and shall not exceed the following:

- Provide submittals for approval – no more than 3 weeks after issuance of Purchase Order/Authorization to Proceed.
- Provide re-submittal for approval (if applicable) – no more than 2 weeks after issuance of comments requiring re-submittal.
- Delivery of systems to site – no more than 26 weeks after issuance of approval of submittals unless there is an arrangement with the City for additional time for storage.
- Field services and Ion Exchange Resin (IX) Adsorption Vessel Systems delivery – no more than 2 weeks after notice. Delivery shall be during normal business hours.

D. The Supplier shall deliver media in trailers used solely for the transport of media. Trailers shall be thoroughly cleaned prior to filling with media and shall be lined or constructed with materials suitable for transporting media that will be in contact with potable water.

E. A trailer washout validation certificate shall be provided at media delivery

F. All trailer openings, hoses and fittings shall be disinfected and sealed by numbered security seals upon arrival to the job site. Hoses and fittings shall be dedicated to potable water projects.

G. Makeup or rinse water needed for the transfer shall be potable water provided by the Owner. The Supplier shall provide any necessary hoses, site glasses, piping, and appurtenances for using this water. The compressed air supply required for transfer of media shall be provided by the Supplier.

H. All water used in the transfer process shall be discharged to the point on site designated by the Owner; no discharges will be permitted without the Owner's permission.

I. Media shall be transferred as a water slurry only with the media pre-wet in the trailer, using air pressure on the trailer as the motive force. Use of a pump or eductor to transfer the media from the trailer into the adsorber vessels is prohibited. Bag loading or dry loading of the media into the adsorber vessel is prohibited. The media shall be loaded into the trailers before the units are driven on to the site.

J. The Supplier will be responsible for cleanup of all media and slurry spills that may occur during the media transfer operation.

3.8 MATERIAL TESTING AND START-UP

A. Following completion of initial flushing or backwashing of the newly delivered media, samples will be collected by the Owner from the vessel influent water or the distribution system (whichever is the source of the slurry and flushing/backwash water) and the effluent and/or intermediate sample ports at each vessel. These samples will be analyzed by a State of California certified laboratory for bacteriological contamination.

CARTRIDGE FILTRATION SYSTEM

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Cartridge filter housings and cartridge filter elements.

1.2 REFERENCES

A. American Society of Mechanical Engineers (ASME):

1. ASME Boiler and Pressure Vessel Code, Section VIII, Division 1 - Design and Fabrication of Pressure Vessels
2. American Society for Testing and Materials (ASTM)
 - a. ASTM A182 – Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High- Temperature Service.
 - b. ASTM A193 – Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 - c. ASTM A240 – Standard Specification for Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels.
3. American National Standards Institute (ANSI)
 - a. ANSI B16.5 – Pipe Flanges and Flanged Fittings
 - b. ANSI B36.10 - Carbon, Alloy and Stainless Steel Pipe

1.3 SUBMITTALS

A. Shop Drawings and Product Data: Submit the following in accordance with Section 01300:

1. Product literature and drawings including parts list, bulletins and/or catalog cuts for the equipment, including all accessories, with the items to be furnished clearly marked on the submittal.
2. Shop drawings and schematics showing all details of construction, dimensions, anchorage, including anchor bolt requirements, and anchor bolt pattern.
3. Seismic anchorage calculations and related sketch, in accordance with Section 01190.
4. Certification signed and stamped by a registered California Professional Engineer that the cartridge filter housing design meets the required pressure service. In addition, the Professional Engineer shall certify that the housing has been designed with appropriate safety factors.

B. Manuals: Furnish manufacturer's installation, operation and maintenance manuals, bulletins, and spare parts lists.

C. Affidavits: Submit affidavits from the manufacturer stating that the equipment has been properly installed, adjusted, and tested and is ready for full-time operation.

1.4 QUALITY ASSURANCE

A. Qualifications: Equipment furnished under this Section shall be supplied by a single manufacturer who has been regularly engaged in the design and manufacture of the equipment for at least five years. Demonstrate to the satisfaction of the Engineer that the quality is equal to equipment made by those manufacturers named herein.

B. Factory Testing:

1. Submit factory test reports to the Engineer in accordance with Specification 11001.

1.5 DELIVERY, STORAGE AND HANDLING

A. Use non-marring slings for loading, unloading and handling units to prevent rope or cable damage to surfaces and protective wrappings.

1.6 WARRANTY

A. The Cartridge Filtration system shall be warranted for 18 months after system completion or one (1) year after startup to be free from defects in material and workmanship.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Filtration Systems to be models listed in the table below or approved equal:

	Goldring Well Plant	Peck Well Plant	Orange Grove Wells Plant
Filtrek Housing Model Number	S6UFH26-09-60-10F-150	S6UFH26-09-60-10F-150	S6UFH26-09-60-10F-150
Number of Housings Per Site	1 Duty – 1 Standby (2 Total)	2 Duty – 1 Standby (3 Total)	2 Duty – 1 Standby (3 Total)
Cartridge Model Number	UF-5-60-BN-61	UF-5-60-BN-61	UF-5-60-BN-61
Number of Cartridges per Housing	9	9	9

*See Spare Set Section for additional cartridges needed.

2.2 FILTER HOUSINGS

A. General Requirements: The Cartridge Filter housing design shall include a swing bolt cover using an O-ring closure as well as a manual or mechanical davit assembly to facilitate filter element maintenance.

B. Standard: ASME Section VIII Division 1, except as modified herein.

C. Certification Requirements: NSF 61

D. Provide one pressure gauge with accessories each for the inlet and outlet discharge of one cartridge filter. Gauge features and accessories shall comply with Section 17150 and shall be for pressure ranges appropriate for the equipment specified herein above.

- E. Provide 2" NPT drain connection and ball valve for each of the clean and dirty sections of the filter housing.
- F. Provide 1/2" NPT vent connection and ball valve for each filter housing.
- G. Filter housing flanges shall be Class 150
- H. Design Criteria:

Parameter	Unit	Value
Design Flow per Vessel	gpm	2,250
Pressure Rating	psi	150
Materials	-	316 SS
Connections	-	Double Open End with O-Rings
Closure Gasket	-	EPDM
Inlet and Outlet Pipe Diameter	inch	10
Configuration	-	See table above

2.3 CARTRIDGE FILTER ELEMENTS

- A. General Requirements: Cartridge filter elements shall be by a manufacturer named in 2.01, or approved equal.
- B. Certification Requirements: NSF 61
- C. Design Criteria:

Parameter	Unit	Value
Material	-	Polypropylene
Nominal Filter Pore Size	-micron	5
Maximum Clean Differential Pressure	-psi	2
Minimum Number of Elements per Housing	-	8
Minimum Filter Element Outer Diameter	inch	6
Filter Element Length	inch	40

2.4 SPARE PARTS

- A. The Cartridge Filter system shall be furnished with the following spare parts, which shall include as a minimum the following:
 1. One full set of replacement cartridge filters per housing.
 2. One (1) spare lid O-ring per filter housing.

2.5 FINISHES

- A. Painting: No standard factory paint finish is required.

3.1 INSTALLATION

A. Install equipment in strict conformance with the manufacturer's installation instructions.

3.2 FIELD SERVICE

A. The Cartridge Filtration System manufacturer shall supply a competent field service engineer to thoroughly check and inspect the Cartridge Filtration System after installation, place the Cartridge Filtration System in operation, make necessary adjustments, and conduct field tests. The services required shall also include on-the-job training of operators including safety procedures, operating instructions, and preventive maintenance procedures. Furnish a minimum of one man-day of field services.

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below:

The schedule of prices is attached as attachment "A" to this Exhibit "B".

Ion Exchange (IX) Adsorption Vessel System at Peck Well, Orange Grove Wells, and Goldring Well	-	\$4,763,552.55
Total Compensation	-	\$4,763,552.55

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the agreement.

Attachment "A" to Exhibit "B"

**ION EXCHANGE ADSORPTION VESSEL SYSTEM RFP BID
SCHEDULE (ION EXCHANGE RESIN)**

All pricing listed below must meet the given specifications. If there are any deviations that affect the pricing below it must be listed out on a clarification page for evaluation.

Goldring Well

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	ION EXCHANGE RESIN (IX) ADSORPTION VESSEL SYSTEMS INCLUDING SELECTIVE RESIN (2 VESSELS PER SYSTEM)	1	\$853,802.75	\$853,802.75
2.	PREFILTRATION EQUIPMENT (1 Duty, 1 standby)	2	\$39,276.10	\$78,552.20
3.	PRE-RINSE IX RESIN ADDER	1	\$30,829.50	\$30,829.50
4.	MONTHLY CHARGE FOR THE STORAGE OF TREATMENT SYSTEMS AND CARTRIDGE FILTERS	12	\$400.00	\$4,800.00
5.	RAPID SMALL SCALE COLUMN TEST (RSSCT)	1	\$25,967.50	\$25,967.50
6.	OFFLOAD, SET AND ASSEMBLE THE TREATMENT SYSTEM AND CARTRIDGE FILTERS ON THE PAD	1	\$16,850.00	\$16,850.00

GOLDRING WELL -TOTAL FEE PROPOSAL

\$ \$1,010,801.95

Peck Well

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	ION EXCHANGE RESIN (IX) ADSORPTION VESSEL SYSTEMS INCLUDING SELECTIVE RESIN (2 VESSELS PER SYSTEM)	2	\$797,447.75	\$1,594,895.50
2.	PREFILTRATION EQUIPMENT (2 Duty, 1 standby) -	3	\$39,255.10	\$117,765.30
3.	PRE-RINSE IX RESIN ADDER	160	\$30,387.50	\$60,775.00

4.	MUNTHLY LHAKut I-UR iHE iUKAut: OF TREATMENT SYSTEMS AND CARTRIDGE FILTERS	12	\$600.00	\$7,200.00
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5.	RAPID SMALL SCALE COLUMN TEST (RSSCT)	1	\$25,967.50	\$25,967.50
6.	OFFLOAD, SET AND ASSEMBLE THE TREATMENT SYSTEM AND CARTRIDGE FILTERS ON THE PAD	1	\$18,500.00	\$18,500.00

PECK WELL-TOTAL FEE PROPOSAL

\$ \$1,825,103.30

Orange Grove Wells

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	ION EXCHANGE RESIN (IX) ADSORPTION VESSEL SYSTEMS INCLUDING SELECTIVE RESIN (2 VESSELS PER SYSTEM)	2	\$848,277.75	\$1,696,555.50
2.	PREFILTRATION EQUIPMENT (2 Duty, 1 standby)	3	\$39,255.10	\$117,765.30
3.	PRE-RINSE IX RESIN ADDER	2	\$30,829.50	\$61,659.00
4.	MONTHLY CHARGE FOR THE STORAGE OF TREATMENT SYSTEMS AND CARTRIDGE FILTERS	12	\$600.00	\$7,200.00
5.	RAPID SMALL SCALE COLUMN TEST (RSSCT)	1	\$25,967.50	\$25,967.50
6.	OFFLOAD, SET AND ASSEMBLE THE TREATMENT SYSTEM AND CARTRIDGE FILTERS ON THE PAD	1	\$18,500.00	\$18,500.00

ORANGE GROVE WELLS - TOTAL FEE PROPOSAL

\$ 1,927,647.30

GRAND TOTAL FEE PROPOSAL

\$ 4,763,552.55 -----

GRAND TOTAL IN WRITTEN FORM

\$ four million, seven hundred sixty three, five hundred and fifty two dollars and fifty-five cents.

Proposed Schedule:

Provide submittals for approval: 3 Weeks after issuance of Purchase Order.

Provide re-submittal for approval: 2 Weeks after issuance of comments requiring re-submittal.

Delivery of systems to site: 26 Weeks after issuance of approval of submittals. Field services and Ion Exchange delivery: 2 Weeks after notice.

Scope of Work - IX Systems & Site Assembly

Date Prepared:	October 21, 2025	Prepared For:	Ion	City of Arcadia
Project Name:	AV Exchange Resin (IX) Adsorption Vessel S,	Project Location:	P24-	City of Arcadia, CA
Proposal No.:	AV 0142	Prepared By:	Clairissa Baker	
Contact:	Kelsey Hakes-Beckwith	Contact Info:	khakes@aqvets.com	(949) 531-0786

ION EXCHANGE RESIN SYSTEMS

RFP Bid Schedule (Ion Exchange Resin)

Goldring Well IX System (2,000 GPM Total/2,000 GPM Per System)

No.	Description	Qty	Unit Price	Total Price
1a	PF 12-420 LowPro®HF IX System, 125 psi	1	\$773,000	\$773,000
1b	Purofine PFA694E (546 ft³/vessel; 1092 ft³/system)	1	Included	Included
2	Prefiltration Equipment (1 duty, 1 standby)	2	\$35,620	\$71,240
3	Adder for Pre-Rinse of Resin (\$/system)	1	\$27,900	\$27,900
4	Monthly Charge for the Storage of Treatment Systems and Cartridge Filters	12	\$400	\$4,800
5	Rapid Small Scale Column Test (RSSCT)	1	\$23,500	\$23,500
6	Offload, Set and Assemble the Treatment System and Cartridge Filters on the Pad	1	\$16,850	\$16,850
Estimated Sales Tax@ 10.5%				\$93,511.95
Freight to Project Site				Included
Total Price				\$1,010,801.95

Peck Well IX System (3,600 GPM Total/1,800 GPM Per System)

No.	Descr	Qty	Unit Price	Total Price
1a	PF 12-420 LowPro®HF IX System, 125 psi	2	\$722,000	\$1,444,000
1b	DuPont PSR2+ (483 ft³/vessel; 966 ft³/system)	1	Included	Included
1c	Purofine PFA694E (483 ft³/vessel; 966 ft³/system)	1	Included	Included
2	Prefiltration Equipment (2 duty, 1 standby)	3	\$35,620	\$106,860
3	Adder for Pre-Rinse of Resin (\$/system)	2	\$27,500	\$55,000
4	Monthly Charge for the Storage of Treatment Systems and Cartridge Filters	12	\$600	\$7,200
5	Rapid Small Scale Column Test (RSSCT)	1	\$23,500	\$23,500
6	Offload, Set and Assemble the Treatment System and Cartridge Filters on the Pad	1	\$18,500	\$18,500
Estimated Sales Tax @ 10.5%				\$170,043.30
Freight to Project Site				Included
Total Price				\$1,825,103.30

Scope of Work - IX Systems & Site Assembly

Orange Grove Well IX System (4,000 GPM Total/ 2,000 GPM Per System)

No.	Description	Qty	Unit Price	Total Price
la	PF 12-420 LowPro®HF IX System, 100 psi	2	\$768,000	\$1,536,000
lb	DuPont PSR2+ (546 ft³/vessel; 1092 ft³/system)	1	Included	Included
le	Purofine PFA694E (546 ft³/vessel; 1092 ft³/system)	1	Included	Included
2	Prefiltration Equipment (2 duty, 1 standby)	3	\$35,620	\$106,860
3	Adder for Pre-Rinse of Resin (\$/system)	2	\$27,900	\$55,800
4	Monthly Charge for the Storage of Treatment Systems and Cartridge Filters	12	\$600	\$7,200
S	Rapid Small Scale Column Test (RSSCT)	1	\$23,500	\$23,500
6	Offload, Set and Assemble the Treatment System and Cartridge Filters on the Pad	1	\$18,500	\$18,500
Estimated Sales Tax @ 10.5%				\$179,787.30
Freight to Project Site				Included
Total Price				\$1,927,647.30

Adders/Deducts for Mechanical System

No.	Description	Unit Price	Total Price
1	Deduct to use Bray Wafer Butterfly Valves with 41655 stem in lieu of 31655 stem (\$/System)		
Estimated Sales Tax@ 10.5%		-\$3,100	-\$15,500
			<u>(\$1,627.50)</u>
Total Deduct			(\$17,127.50)

- Each system is comprised of two (2) 125 PSI ASME code adsorbers with interconnecting pipe. Vessels for Orange Grove well are rated to 100 psi per Specifications.
- Systems are designed for operations in parallel and/or series (lead/lag) configurations with a dedicated backwash return line as part of the three-tier manifold.
- Vessel volume with a carbon expansion capacity of 30% based on backwashed and drained media volume listed above.
- AV has provided PFA694E for the single system at Goldring Well. For both Peck Well and Orange Grove Well, one system will contain PSR2+ and one system will contain PFA694E at each site.
- Due to media weights, trailers may need to be filled on site.
- Seismic Criteria based on Site Class= D and Importance Factor= 1.5.
- Two Cla-Val Clayton 50 01 BKH pressure relief valves per system for pressure relief per Specification 2.8.F.
- 8-inch carbon steel ring header and 10-inch carbon steel manifold.
- Nine (9) wafer-style butterfly valves with cast iron body and nylon coated ductile iron disc per Specification 2.8.B.
- Two Siemens Sitrans FM with Mag 5000 Transmitter magnetic flowmeters per system.
- 316 SS multi-point upper distributor included in each adsorber.
- All internal underdrain and overdrain components within the vessel will be 316 SS materials.
- All nuts, bolts, and washers will be hot dipped galvanized.
- Gaskets shall be ring-type EPDM per Specification 2.7.4.c.
- Pressure gauges shall be 4.5" diaphragm Specification 2.10.C.
- Vessels will be lined with Sherplate PW (40-60 MDFT) per Specification 2.5.A. Vessels will be coated per Specification 2.11. Per manufacturer's recommendations.
- Third party lining inspection included per Specification 2.5.D.
- Process pipe will be lined with Scotchkote 134 (16 mils). Process pipe will be coated with Sherwin Williams Epoxy Powder primer (8-12 mils) and Sherwin Williams Superdurable Polyester TQ165 Powder topcoat (2-3 mils). Per manufacturer's
- Media slurry lines will be epoxy lined and coated.
- Pricing includes media loading and startup assistance of offered systems.

Scope of Work - IX Systems & Site Assembly

- Equipment offered in accordance with Bid Documents and Addendum 1, as clarified on the Clarifications page(s) included within this proposal.
- The above pricing for systems and media is based on the purchase of the entire offer. Any change in scope may result in pricing adjustments.

Prefiltration Equipment Notes:

- Two (2) filter housings with filter elements, each rated for 2,250 gpm nominal flow (1 duty, 1 standby) for Goldring Well. Three (3) filter housings each with filter elements, each rated for 2,250 gpm nominal flow (2 duty, 1 standby) for Peck Well and Orange Grove Wells.
- Filter housings are all Filtrek Housing Model No. S6UFH26-09-60-10F-150. Filtrek Cartridge Model No. UF-5-60-BN-61. Per specification Cartridge Filtration System 2.1.A.
- Only the equipment and installation is included in the prefiltration equipment price - no piping or additional instrumentation.
- Filter housings are 316 SS, are rated to 150 PSI, and are ASME code stamped per Specifications. One pressure gauge with accessories each for inlet and outlet discharge of one cartridge filter included per Specification 2.2.D.
- Standard model filters housings are equipped with Buna-N or EPDM seals (as required by customer) and a standard Davit arm cover.
- Spare parts included consist of one (1) full set of replacement cartridge filters per housing and one (1) spare lid O-ring per filter housing. Per Cartridge Filtration System Specification 2.4.A.1. and 2.
- AV field service technician included for one 8-hour day of field services for installation per Cartridge Filtration System Specification 3.2.A.

Offloading, Setting and Assembly:

AV included field technicians for help with assembly in the above offered systems.

- Pricing is based assembly of all offered systems in a single site visit per well site. Three visits total (one at each well site) have been included in this proposal.
- Offloading and assembly of all offered systems at the project site. Estimated time is 1-2 days for AV's fabrication team. This will allow the general contractor to immediately pressure test and make necessary tie-ins at system manifold. Additional time on site will be billed at a rate of \$9,500/day.
- Pricing assumes clear shots for crane to place systems onto the pad.
- Crane and operator are included. Pricing is based on providing an 80-100 ton crane. Final crane requirement will be determined based on crane proximity to the concrete pad.
- System anchoring and grouting by others.

Site Assembly - Since AV's systems are preassembled at our manufacturing facility, it makes sense for our fabricators to set and assemble the systems on site. Our familiarity with the systems allows our staff to more efficiently and cost effectively assemble the systems on site when compared to conventional General Contractors. This provides our customers the opportunity to install our systems at a significant cost savings. See site assembly videos for similar projects here:

<https://agueousvets.com/video-library>

- ▶ California Contractor's License Number: 1089449
- ▶ Department of Industrial Relations (DIR) Number: 1000957029

Scope of Work - IX Systems & Site Assembly

SCOPE BY OTHERS

- **Disinfection of tanks and manifold are by contractor per Section 3.6.B.**
- All building and regulatory permits.
- Site design and related plans for construction.
- Pad suitable for selected systems (level and flat).
- Anchor bolts and anchoring and grouting of systems and pipe stands.
- Anchor bolt templates. Systems are assumed to be installed via Hilti-epoxy methods unless otherwise specified. If cast-in-place anchoring is desired, anchor templates will need to be added to the scope at a cost of \$2,950 each.
- Final tie-ins at termination of AV's scope.
- Water source at 60 psi to fill media trailer prior to slurry loading.
- Hydrostatic and disinfection testing of provided system.
- Start-up services and any required acceptance tests not stated in AV scope above.
- Any other items not specifically identified by Aqueous Vets.

PROFESSIONAL and COMMERCIAL TERMS

VALIDITY:

Pricing is valid for 90 days from the date of this Proposal.

DELIVERY SCHEDULE:

Schedule of delivery will be as outlined within this proposal and on the separate Bid Schedule Form.

PAYMENT TERMS:

Schedule of payment, based on total contract value, will be as follows, Net 30 days. 1}

30% raw material deposit on contract execution.

2) 25% on receipt of approved submittals, by site. 3}

30% on receipt of materials at AV shop.

4) 10% on equipment ready to ship, by site.

5) 5% on delivery of equipment, by site.

FOB shipping point, with full freight allowed to jobsite.

Sales taxes are included only as indicated above. Aqueous Vets shall not be responsible for any additional fees, tariffs, duties, or increases enacted by governmental agencies.

SHIPPING TERMS:

TAXES & FEES:

EXHIBIT C

Activity Schedule

All work shall be completed in accordance with the following schedule:

The term of this Agreement shall be for **TWO YEARS from the date of execution**. All tasks under Exhibit "A" shall be adhered to and executed accordingly.

EXHIBIT D

Federal Requirements

Not Applicable.